DOCUMENT RESUME

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ABSTRACT

Collective bargaining agreements between 14 selected community colleges in southern California and their faculty associations are presented, representing contracts in effect in 1987. Contracts for the following colleges are included: Barstow College, Chaffey College, College of the Sequoias, El Camino College, Glendale Community College, Imperial Valley College, Long Beach City College, Mt. San Jacinto Community College, the Rancho Santiago Community College District, Rio Hondo College, the San Diego Community College District, Santa Monica College, the Ventura County Community College District (including the 1982-1986 agreement) and West Hills College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: unit recognition; management rights and responsibilities; faculty rights and responsibilities; teaching load and on-campus responsibilities; personnel files; fringe benefits; salaries; paid and unpaid leaves of absence; faculty evaluation; retirement; grievance procedures; college governance; reduction in workforce; separability; no strikes or lockouts; and the scope, effect, and term of the agreement. Selected agreements also cover such topics as class size, part-time and hourly faculty, transfers, negotiating procedures, department chairs, early retirement, safety conditions, travel, and summer school salary. Salary schedules are included in the agreements. (MDB)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF SOUTHERN CALIFORNIA TWO-YEAR COLLEGES.

Collected by:

The National Education Association
Washington, DC

JC 880 332

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BARSTOW COLLEGE FACULTY ASSOCIATION

AND

BARSTOW COMMUNITY COLLEGE DISTRICT

FOR THE YEARS 1985-1987

2yr

Ratified by BCFA on: October 14, 1986

Ratified by BCCD Trustees on: October 21, 1986

Civil Rights Audit Corrections made on: October 4, 1982

Student Services
Barstow College
2700 Barstow Road
Barstow, CA 92311

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B - Statement on Professional Ethics
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AGREEMENT

1. The Articles and Provisions herein constitute a bilateral and binding agreement ("Agreement" or "Contract") by and between the Barstow Community College District ("District") and the Barstow College Faculty Association, an affiliate of CTA/NEA ("Association" or "BCFA"), an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of this State.

3. This Agreement shall remain in full force and effect from July 1, 1985 until June 30, 1987.

4. Agreed to by the Barstow College Faculty Association on Oct. 14, 1986, attested by the signature of the President.

Ben Echols — Oct. 22, 1986

Signature — Date

5. Agreed to by the Barstow Community College District by vote of the Trustees on Oct. 21, attested by the signature of the Superintendent/President.

22 oct 86

Signature — Date

ARTICLE I

RECOGNITION

1.1 The District recognizes the Association as the sole and exclusive representative and shall include all full- and part-time regular and contract certificated employees (hereinafter called "Faculty/Faculty Member") employed by the District , excluding all management, supervisory and confidential employees.

See also 4.8.1.

ARTICLE II

NOTICE

2.1 Whenever provision is made in this Agreement for the giving, service, of delivery of any notice, statement or other instrument, the same shall be deemed to have been duly given, served, or delivered either upon personal delivery (and receipt signature) or by mailing the same by United States registered or certified mail, return receipt requested to the Party entitled thereto at the address set forth below:

COLLEGE: CHAIRMAN, DISTRICT NEGOTIATING TEAM
Barstow Community College District 2700 Barstow Road,
Barstow, CA 92311

Alternate: SUPERINTENDENT/PRESIDENT Barstow Community College
District 2700 Barstow Road, Barstow, CA 92311

ASSOCIATION: CHAIRMAN, BCFA NEGOTIATING TEAM Barstow College
Chapter, CTA/NEA 2700 Barstow Road, Barstow, CA 92311

Alternate: PRESIDENT Barstow College Chapter, CTA/NEA 2700 Barstow
Road Barstow, CA 92311

Either party may change the address to which notice shall be given by a notice sent in accordance with the provisions of this Article.

ARTICLE III

DISTRICT RIGHTS

3.1 All matters not specifically enumerated in this Agreement are reserved to the District, as provided by law.

ARTICLE IV

ASSOCIATION RIGHTS

4.1 FACILITIES: The Association and its representatives shall have the free use of college equipment and facilities at all times, subject to the priorities of educational use and student use, for Association business. This shall include evening hours.

4.2 COMMUNICATION

4.2.1 BULLETIN BOARDS: The Association shall have the use of bulletin boards in the instructional complexes, faculty mail room, staff lounge, and the dining area.

4.2.2 MAILBOXES: The Association shall have the right to use the college mail distribution services and the mailboxes for Association communications.

4.2.3 REPRODUCTION SERVICES: The Association may use the reproduction services, subject to institutional priorities on an at-cost-basis.

4.2.4 BARSTOW COLLEGE DIRECTORY: The District will furnish a directory of all full-time certificated staff annually and a directory of part-time staff every semester. The directory will be published as soon as possible after the first week of the Fall term and the part-time directory as soon as possible after the first week fo every term.

4.3 RIGHT OF ACCESS: Duly authorized Association representatives may conduct official Association business on campus, with induvidual employees at any time other than during the individual employee's instructional classroom hours or assigned duties.

4.4 ASSOCIATION PRESENTATIONS AT BOARD MEETINGS: The Association representative shall have the right of input during discussion on any Board agenda item related to Association interests.

4.5 BARGAINING UNIT INFORMATION

4.5.1 BOARD AGENDAS: The District shall provide the Association, within the week prior to each meeting of the Board of Trustees, a copy of the complete Board agenda.

4.5.2 COPIES OF DISTRICT REPORTS: The District shall, upon request, furnish the Association with two copies of all District, County and State reports as soon as the reports are transmitted to the District, County, or State, and all copies of all budgetary and other information compiled as soon as they become available to either the Board or the Administration.

4.6 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

4.6.1 Any Faculty Member who is a member of the Association, or who has applied for membership, may sign and deliver to the Dean of Administrative Services, an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessment of the Association.

4.6.2 Such authorization shall continue in effect from year to year unless revoked in writing.

4.6.3 Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the Faculty Member each month for ten months beginning with the first regular salary check of the academic year.

4.6.4 Deduction for Faculty members who sign such authorization after the beginning of the academic year shall be appropriately prorated to complete payments by the end of the period for which the Faculty Member is contractually employed during the current academic year.

4.6.5 The District agrees to remit all such sums, so deducted from employee salary, to the Association's designee within fifteen (15) days following the date of deduction from the employee's pay warrant. Such remittance shall be accompanied by an alphabetical list of Faculty Members from whom such deductions have been made and the amount deducted from each, when computer facilities are available for maintaining such records.

4.6.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this section.

4.6.7 Upon appropriate written authorization from the Faculty Members, the District shall deduct from the salary of that Faculty Member and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs approved by the District.

4.7 The Association right to meet and consult on budget decisions is recognized by the District.

4.7.1 Should any new positions be established during the term of this Agreement, the placement of those positions in or out of the Bargaining Unit shall be negotiated with the Association.

ARTICLE V

NEGOTIATION CONDITIONS

5.1 PURPOSE: The purpose of this Article is to provide for the orderly and systematic review and negotiation of items within the scope of the Act deemed essential to regularizing relationships between the District and members of BCFA.

5.2 PROCEDURE

5.2.1 The President of BCFA shall, no later that January 1 of the preceding year, notify the Superintendent/President of the appointments to the negotiation team. This will enable the District to plan to schedule in which these representatives will have a common block of time available for negotiation purposes. Failure to so notify the District shall absolve the District of any released time obligation.

5.2.2 Not later than March 1 of the academic year in which this Agreement expires, the District and the Association shall begin to negotiate in good faith.

5.2.3 All items proposed for negotiation at this time shall be presented at a public meeting no later than the February meeting of the Board of Trustees. Such a proposal shall be in the form of a "sunshine" contract proposal, setting forth in writing specific language for each area to be addressed in negotiations.

5.2.4 Either party may utilize the services of outside consultants to assist in negotiations.

5.2.5 Negotiations shall take place at mutually agreeable times and places provided that meeting shall be held within ten (10) working days from receipt of written request. This extended by mutual consent.

5.2.6 Any tentative agreement reached between the parties shall be reduced to writing and signed by both parties.

5.3 RELEASED TIME: In the event any member of the BCFA is required to be absent from a class because of a collective bargaining session, he/she shall not be penalized for that absence in any way. The District shall reserve the right to cancel the class session or to employ a substitute.

5.3.1 The District shall so amend the teaching schedule of Association Bargaining Team Members as to free such four team members for bargaining session hours, noon until 2:00 p.m. on Fridays, unless otherwise agreed.

5.4 RATIFICATION: Ratification of the Agreement, both by the District and the Association, shall be considered at the next regularly scheduled meeting of those respective bodies or at a special meeting called within a reasonable period of time.

ARTICLE VI

NONDISCRIMINATION

6.1 DISCRIMINATION

In accordance with applicable law, the District and the Association are not to discriminate against any faculty member covered by this Agreement.

6.1.1 Further, it is agreed that the District and the Association shall agree not to discriminate by any act of omission or comission or procedure in the filling of any position assigned to the representative unit covered by this Agreement.

6.1.2 In the context of this Article, a discriminatory act is of which results from a judgment or decision based upon any consideration of gender, age, handicap, religion, creed, national origin, or any combination thereof.

6.2 CONFORMITY TO LAW

The District management agrees not to interfere with the rights of faculty covered by this Agreement. And there shall be no coercion of any faculty member because of Association membership and/or other lawful union activities.

6.3 AFFIRMATIVE ACTION

The District management and the Association shall meet and consult upon notice prior to any changes to the already-adopted Affirmative Action Plan that might affect the members of the Association.

6.3.1 The Affirmative Action Officer shall meet and confer, upon request, with the Executive Committee of the Association on all personnel matters that might affect the faculty.

ARTICLE VII

HOURS, TERMS, AND CONDITIONS OF EMPLOYMENT

7.1 ANNUAL AND WEEKLY REQUIREMENT

7.1.1 Days of Service in Academic Year: The assignment of days of service for each academic year will be determined by the school calendar adopted by the District. (see 10.2)

7.1.2 Full-time instructors are employed for a basic work week averaging forty (40) hours to comprise lecture hours or equivalent (see Instructor Load below), office hours, unscheduled teaching-related hours, and other professional duties hours. (see 7.1.5). See Policy and Procedure 329.

7.1.2.1 Each full-time instructor shall be present on campus for thirty (30) hours a week, including a minimum of two (2) hours per day, five (5) days a week, Monday through Friday.

7.1.2.2 Each full-time instructor shall maintain a schedule of at least five (5) office hours per week for every school week, on no fewer that four (4) days per week as office time for consulting with and assisting students.

7.1.2.3 Office hours are to be scheduled to meet the needs of the student, potential students, and the needs of the educational program of the College. Each scheduled period of office time shall be no less than one hour 10:30 p.m. Night office hours (after 5:00 p.m.) shall be scheduled in proportion to night classes.

7.1.2.4 At the beginning of each semester, the full-time instructor shall prepare and submit a proposed schedule of office hours to the appropriate Dean for approval. Such approval shall not be unreasonably withheld. The Dean and the PABX station shall maintain the approved schedule of office hours of each instructor, and the instructor shall post the approved office hours on his/her office door.

7.1.2.5 During the period of term examinations, each full-time instructor shall meet his/her assigned examination schedule and at least two (2) office hours on each day of the examination schedule.

7.1.2.6 Where more than two examinations are assigned to a full-time instructor on a given day, the instructor shall have the option of shifting some of the required office hours to another day of the examination schedule.

7.1.2.7 Examination week office hour schedules shall be separately reported, approved, and posted by each full-time instructor.

7.1.3 Graduation: Participation in the annual graduation and Honors Day ceremonies, including the academic procession on commencement day is a part of the contractual obligation of all certificated staff members. The academic regalia will be at no cost to the staff.

7.1.4 The instructional staff shall have authority and and/or responsibility for:

7.1.4.1 assessing student achievement of approved course objectives.

7.1.4.2 assigning grades to students and maintaining a record of the bases for such grades.

7.1.4.3 dropping students from class for non-attendance, non-performance, or persistent disruption.

7.1.4.4 to suspend a student for acute disruption of the class. Such suspension shall be reported on the same day to the Instruction Office and the Office of the Dean of Student Services in writing, setting forth the circumstances and names of witnesses. Such suspension shall not exceed one day following the day of the suspension.

7.1.4.5 to utilize appropriate student assignments.

7.1.4.6 to utilize appropriate instructional techniques and aids.

7.1.4.7 to furnish students in the first week of class with syllabi, couse objectives, grading and weighting standards to be employed in the course, per College Policies 513.20-2.

7.1.5 The District shall not preempt the above without reasonable cause.

7.1.6 Nothing herein shall preclude evaluation panels or administrative evaluation from reviewing the above items in evaluating the instructor's performance.

7.1.7 As part of the normal work week, any or all of the following duties may be assigned to the full-time staff over and above scheduled classes an laboratories and office hours: in-service training, district committee meetings, preparation, academic advisement appointments or available hours recruitment, registration/enrollment support, one shift per term on enrollment booths, club or other activity advisement/sponsor service, other professional duties, including unscheduled teaching-related hours, not to average over 40 hours a week in total. (See also 7.1.2)

7.1.7.1 Every member of the Unit may attend one or more professional conventions or workshops per year with the approval of the Administration. The District will pay all expenses specified in District Policy #801.

7.1.7.2 Meeting of the Faculty Association and the offices and committees thereof are not district functions and are outside of duty hours.

7.1.8 Faculty members are assigned and tendered keys to their respective offices and rooms and/or complexes in which they are assigned classes. Such keys shall not be loaned to or used by students or any person other than the individual to whom they are issued. Violation of this section shall constitute good cause for disciplinary action.

7.1.9 Off-Campus Assignments: Assignment of staff to off-campus sites lies within the District right of assignment. Such assignments will be limited by the following conditions:

7.1.9.1 travel to and from the assigned duty shall be in District vehicles or recompensed at approved mileage rates.

7.1.9.2 travel time shall be recompensed at .5 of the overtime applicable per hour of travel calculated from the College to the assigned site.

7.1.9.3 off campus is defined as any site outside a ten mile radius of Barstow College.

7.1.9.4 all such assignments will be on a voluntary overtime basis provided that a qualified full-time or a qualified part-time instructor will volunteer. If not, the District may assign full-time instructors to such classes on a regular load basis.

7.1.10 SHORT-TERM SUBSTITUTE AND CERTIFICATED PROCTORING DUTIES

7.1.10.1 Where the modules scheduled for the day or days of substitution are so taught that they meet the syllabus/course outline requirement for the course in question for the time period in question, such substitutes shall be paid at the appropriate overtime rate. The appropriate dean and the instructor of record will determine whether such service is substituting or proctoring.

7.1.10.2 All other short-term substitution and proctoring shall be paid at .5 of the appropriate overtime rate.

7.1.11 Protective Attire: Protective attire and devices for laboratory and shop courses shall be provided and maintained at District expense. The instructor is responsible for monitoring the condition and availability of all such devices for him/herself and students, reporting substandard conditions, and requisitioning repairs and/or replacements.

7.2 FACULTY LOAD POLICY INSTRUCTION

7.2.1 Lectures

7.2.1.1 The norm for load purposes shall be the standard lecture hours (STL), assuming substantial outside preparation, student papers, written quizzes and examinations. Such hours shall be calculated as a full hour (1.00).

7.2.1.2 Orientation shall be calculated at .85 SLH.

7.2.1.3 The load factor for lecture classes in which automatic video and/or visual media such as movie projectors, video and/or audio tape recorders, slide projectors, record players, and supplementary television are sued over 25% of the semester shall be .85.

7.2.1.4 The weekly equated hour load for instructors of lecture classes shall be 15 SLH per semester, not to exceed a total of 30 SLH for the year.

7.2.1.5 Factored load hours shall be calculated by treating fractional parts of a total hour load as the next higher number beginning with .50, as the next lower number .01 through .49. Thus, 21 hours at .75 = 15.75 to be read as 16; 23 hours at .70 = 16.1 to be read as 16. Annual load shall be 30 hours (29.5 through 30.49).

7.2.1.6 All factored class hours shall be calculted as a percentage of the standard lecture hour. (SLH)

7.2.1.7 English composition shall be factored at 1.10.

7.2.2 Academic Laboratories: Science and comparable labs shall carry a factor of .85 SLH.

7.2.3 Learning Laboratories: Laboratories in remedial reading, writing, and mathematics shall be factored at .85 SLH.

7.2.4 Physical Education Activity Classes

7.2.4.1 P.E. activity classes shall be factored at .85 SLH.

7.2.4.2 Coaching intercollegiate teams shall carry 10 hours per week for one semester for the season. These 10 hours may be split over two semesters, where appropriate. Coaches of baseball, tennis, and basketball will receive a stipend of $1,500 and 10 hours of assigned time per annum.

7.2.5 Performance Classes in music, drama, and art shall be factored at .85 SLH.

7.2.6 Mandated Programs: Where programs are mandated by an outside agency, such as diesel mechanics, the load factor shall be based on the specific requirements of the mandating agency. These requirements shall constitute a teaching load (15 equated hours) for each district instructor to whom they apply.

7.2.7 Automative Laboratories: Automative and diesel classes shall be factored at .85 SLH.

7.2.8 Business Laboratories: Business laboratories shall be factored at .85 SLH.

7.3 TELEVISION COURSES

ITV couses are factored at .45.

7.3.1 The Dean of Instruction shall have the authority to make assignments of television courses to any instructor whose equated load does not reach 15 SLH hours.

7.3.2 Hours for television courses are the units assigned to the individual class.

7.4 SPECIAL STUDIES AND CREDIT BY EXAMINATION

7.4.1 Special Studies: Special studies are generally scheduled for one or two hours per week. They are designed to meet the need for classes which will not produce minimum enrollment. The load factor shall be .20 plus .05 for each student. Such classes are offered only at the discretion of the Dean of Instruction.

7.4.2 Credit by Examination

7.4.2.1 Credit by Examination will carry no premium where students take only the final examination in a currently scheduled class.

7.4.2.2 Credit by Examination in all other cases will carry two hours for the first student in a Credit by Examination and .5 hours for each additional student for the same examination, up to five students.

7.4.2.3 Credit by Examination may be assigned up to three times per semester per instructor.

7.4.2.4 Instructors may volunteer for additional credit by examination sessions in any semester.

7.5 WORK EXPERIENCE

Instructors in work experience courses are required to meet with students once a week and to visit their off-campus work sites. The chief loading variable is the number of students involved. Each student shall count as .093 of a teaching load. Total load shall not exceed 125 students. About 44 students are equivalent to 4 SLH.

7.6 OVERTIME

7.6.1 No standard hourly overtime shall be paid unless the instructor's load exceeds 15 equated hours.

7.6.2 Overtime and part-time pay will be based upon 1 SLH per classroom hour.

7.6.3 For purposes of equalization, the District may withhold two (2) hours of overtime pay per term, but all overtime will be paid prior to the conclusion of any school year.

7.7 EVENING ASSIGNMENTS:

As an institution which attracts students of many ages and circumstances, Barstow College offers courses from 7:00 a.m. to 5:00 p.m. on Fridays. Students attend classes during this time. Therefore, instructors are assigned classes in the evening program, as well as in the day program.

7.7.1 All assignments will fall into one continuous eight-hour block or into two blocks of at least two hours each, not to exceed total of eight hours.

7.7.2 No other assignments will be made on those days of split shift which fall between the two blocks of time. The instructor will have a minimum of four hours between shifts.

7.7.3 Turn-around time will be not less than ten hours.

7.7.4 Travel time will be included in the eight-hour time block or the two blocks.

7.7.5 Instructors may be assigned no more than one evening class per term nor more than four evening classes in any two-year period with exceptions noted in 7.7.6.

7.7.6 Instructors may be assigned three or more consecutive evening assignments to sequential classes provided that no more than four evening assignments are made within a two-year period.

7.7.7 Equity between early and late evening assignments will be maintained over a two-year period.

7.7.8 Instructors may agree to accept more than one evening class per term and/or less than ten hours turn-around time.

7.7.9 This article applies only to District assignments and does not include overtime classes.

7.8 DETERMINATION OF LOAD: Determinations as to which load factors apply to each course shall be made by the Executive Dean, Instruction and the chairman of the BCFA negotiating team.

7.8.1 Appeals may be made through the Load Equity Committee.

7.8.2 The Load Equity Committee will be an Ad Hoc Committee, composed of the division chairpersons and the appropriate dean.

7.8.3 The determinations of the committee will be advisory only, but will be admissable evidence in a formal grievance procedure.

7.9 NEW PREPARATIONS

7.9.1 A new preparation is defined as a course of instruction which the instructor has not taught in two or more years.

7.9.2 Instructors will be given one term's notice of assignment to a new preparation.

7.9.3 If it becomes necessary to assign one or more new preparations without one term's notice, the instructor so assigned will be relieved of all other non-teaching District assignments for the term in which that course of instruction is offered.

7.10 COUNSELOR LOAD

7.10.1 Counselors are assigned thirty-five (35) hours per week of regular duties per the current job description.

7.10.1.1 Counselors are responsible for 40 hours per week on college-related activities. Five hours are reserved to District committee meetings, sponsorship of campus student organizations, and/or additional support for assigned liason areas over the basic 35 hours of regularly assigned duty hours.

7.10.1.2 Counselor dutied are equivalent, but far from identical from counselor to counselor.

7.10.1.3 Individual counselors are assigned sole or primary responsibility for certain functions. Such responsibility areas are assigned by the Director of Admissions and Guidance on a quarterly basis, in writing.

7.10.1.4 Allegations of inequitable assignments are appealed to the Dean, Student Services, and, if necessary, to the Load Equity Committee.

7.10.2 Work Year

7.10.2.1 Counselors are assigned to a ten (10) month contract of 18 working days per year beyond the adopted school calendar, i.e., 196 days (calendar + 10%).

7.10.2.2 Any ten months of the year may be assigned by the Director of Admissions and Guidance.

7.10.2.3 Where July and/or August are assigned as part of the contract year, the corresponding time off during the regular academic year shall be negotiated with the Director. Any non-agreement may be appealed to the Dean, and, if necessary, to the Superintendent, whose decision shall be final.

7.10.3 Salary: Salary will be placement on the instructional salary schedule, plus 10%.

7.10.4 Off-Campus Duties

7.10.4.1 Where travel is required, District vehicles will be furnished. In the absence of available District vehicles, mileage will be reimbursed at regular college rates.

7.10.4.2 Travel time will be reimbursed on assigned duties at .5 of the appropriate overtime rate per hour. Such time will be considered part of the 40-hour week.

7.10.5 Counselors are required to log student contacts and time dedicated to other assigned activities in order to quantify and permit analysis of function.

7.10.6 Counselors are expected to attend workshops, conferences, etc., to maintain currency in their field and their special assignment areas. These are not considered assigned duties. District will pay specified expenses excluding travel time.

7.10.7 Counselors are assigned reading in the field and may be required to submit reports of summaries of such reading. Counselors are expected to do reading and research on their own special areas of competence and responsibility and to make the rest of the department aware of changes, developments, and influences on that area.

ARTICLE VIII

SALARY

8.1 INITIAL PLACEMENT ON SALARY SCHEDULE

8.1.1 Board Authority: The Board retains the final authority to specify the salary of new positions and to determine the credit to be awarded for placement on an existing salary schedule.

8.1.2 Professional Preparation Committee: The placement of an individual on the salary schedule shall be the responsibility of the Superintendent/President and shall be made with consideration of the recommendation of the Professional Preparation Committee.

8.1.3 The Professional Preparation Committee may recommend appropriate service for salary placement purposes: e.g., differentiate for placement purposes on the type and level of previous instruction.

8.1.4 Previous Experience: Documented work experience in occupations related to the instructor's field of teaching specialization may be credited on the basis of 3.1 (3 years of successful employment may be counted as the equivalent of 1 year of successful teaching experience).

8.1.5 A 1.1 ratio will apply for previous community college instruction.

8.1.6 Limitations: Credit for work experience outside education cannot exceed step 6, without specific recommendation of the Professional Preparation Committee.

8.1.7 Placement Maximum: The Superintendent/President is authorized to credit, for placement on the salary schedule, past service of an applicant for employment in this District up to a maximum of eight years.

8.1.8 Fraud: Any employees' misstatement of fact material to the determination of salary shall be considered grounds for dismissal.

8.1.9 Uniformity: These regulations shall be uniformly applied to all applicants.

8.2 SALARY UPON PLACEMENT

8.2.1 Base salary for Unit members shall be in accord with Salary Schedule in Appendix A, Attached hereto and included by reference.

8.3 Part-Time Faculty: A temporary part-time faculty member in the Barstow Community College District is one who serves in a certificated position reaching 60% or less of the annual normal course teaching load fo a full-time instructor with comparable course duties, or one who serves as a certificated counselor or librarian at 60% or less of the normal full-time load of a full-time counselor or librarian with comparable duties.

8.4 Advancement or Diversification Opportunities: Staff vacancies which represent opportunities for professional advancement or diversification shall be made known to District personnel so that they may apply for such positions.

8.5 Reopener: Renegotiation of the salary schedule may be initiated by either party at any time on or after the fifteenth of August of any contract year. Such negotiations shall begin within five (5) working days of written request by either party and ten (10) days after public notice.

ARTICLE IX

HEALTH AND WELFARE BENEFITS

9.1 EMPLOYEE AND DEPENDENT INSURANCE COVERAGE: The District agrees to pay the cost of premiums for all full-time employees in the Bargaining Unit and their dependents for programs of insurance, as stated in this section.

9.1.1 Basic and medical coverage of hospitalization and surgical coverage as per current practice (Blue Cross).

9.1.2 Dental coverage as per current practice (CDS).

9.1.3 Vision coverage as per current practice (Vision plan).

9.2 EMPLOYEE INSURANCE COVERAGE: The District agrees to pay the full cost of premiums for all full-time employees in the Bargaining Unit for income protection insurance.

9.3 The District agrees to pay for retirement for contract and regular employees and for Workers' Compensation and Unemployment Insurance, in the ratio prescribed by law for all employees in the Bargaining Unit.

ARTICLE XI

LEAVES

11.1 SICK LEAVE

11.1.1 District Rights: The Board reserves the right to specify wihin the limits of statute, the manner of verifying the legitimacy of leave taken.

11.1.2 Amount of Leave: Certificated employees employed full-time within the District are entitled to one day of sick leave for each month of contract service.

11.1.3 Overtime hours and summer employment for full-time certificated staff will generate additional sick leave on a pro-rata base.

11.1.4 Unused sick leave shall be cumulative from year to year.

11.1.5 Extended Leave: When a certificated employee is absent for more than his or her annual sick leave entitlement (10 days) because of illness or accident, the next five school months (100 work days) shall be paid in the following manner:

11.1.5.1 First, the accumulated sick leave entitlement, carried over from the previous school year, shall be applied. The certificated employee shall receive full salary compensation for these days of absence.

11.1.5.2 Second, The balance of 100 work days the Certificated employee is absent from duty shall be compensated for at a rate which is the difference between what the employee would have received during the period of absence, and that which would have been paid of substitute in accordance with the District salary schedule for part-time and temporary employees.

11.1.5.3 Limitations: Should a certificated employee be absent for more than 100 working days because of illness or accident, the employee is entitled to receive full salary compensation only if there are days remaining in the employee's accumulated sick leave entitlement. This compensated leave shall terminate when all such entitlement is taken.

11.1.6 Physician's Statement: Employees absent for more than five (5) consecutive days may be required to submit a physician's statement or that of a person authorized by any well-recognized church or denomination to treat people stating the reason for absence and whether or not the employee can perform all assigned duties.

11.1.7 Involuntary Sick Leave: Should a certificated employee of the District; in the opinion of an administrator, show evidence of deviation from normal physical or mental health, the administration shall report this to the Superintendent/President, who shall recommend a course of action in accordance with state law.

11.1.8 Records: The personnel records of this District shall show the attendance of each employee, and such days as that employee may be absent for reason of illness, accident or other cause. A record shall be maintained of the unused sick leave days accumulated by each employee.

11.1.9 Abuses: Misuse of sick leave shall be considered a serious infraction of Board rules subject to the Board's power to discipline employees up to and including discharge. (Ed. Code 87764, 87780-82).

11.2 INCOME PROTECTION PLAN: Should any salary amount, provided for in the above, fall below 66 and 2/3% of the employee's salary, and if the employee is totally disabled, the difference between the employee's salary shall be paid under a coordination of benefits provision of an income protection insurance plan paid for by the District. The specific provisions of this insurance plan are outlined in the insurance policy purchased by the District.

11.3 INDUSTRIAL ACCIDENT LEAVE: Allowable leaves shall be for a maximum of sixty days for each accident in any one fiscal year during which school is required to be in session, or when the employee would otherwise have been performing work for the District.

11.3.1 Limitations

11.3.1.1 Allowable leave shall not be accumulated from year to year.

11.3.1.2 Allowable leave shall commence on the first day of absence.

11.3.1.3 Payment for monthly salary lost while the employee is on industrial accident or illness leave shall not, when added to a temporary disability indemnity payment granted the employee under workman's compensation laws, exceed the normal monthly salary.

11.3.1.4 Industrial accident or illness leave will be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.

11.3.1.5 When an industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.

11.4 EXTENDED LEAVE: If the sixty day leave of absence is exhausted and the employee is not medically able to return to work, he or she shall then be entitled to the provisions of Ed. Code Section 87780, 87781, and 87786. If the employee continues to receive temporary disability indemnity, it will result in a payment to him or her of not more than his or her full salary.

11.4.1 District Compensation: The employee shall endorse to the district the temporary disability indemnity checks on account of his or her industrial accident or illness if during any pay period he or she receives full and regular compensation from the District.

11.4.2 Interstate Travel: Any employee receiving benefits from industrial accident or illness leave may be absent from the state of California for not more than forty-eight hours, unless authorized by the Board of Trustees to travel outside the state.

11.4.3 Doctor's Certification: Employees requesting or claiming leave of absence for industrial accident or illness are required to provide doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District. (Ed. Code 87787)

11.5 Maternity Leave: The Board shall provide for leaves of absence, subject to law and the policies of this board, for any certified employee of this District whose absence is required by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absences may be requested and granted only in accordance with Board policy on temporary disability (sick leave) and extended leaves of absence.

11.5.1 An employee whose pregnancy has been verified shall report her condition to her supervisor as soon thereafter as possible and indicate her plans if she intends to request a leave of absence other than that of temporary disability due to pregnancy, miscarriage, childbirth or recovery therefrom.

11.5.2 Certification of Fitness: A pregnant employee shall present to her supervisor a written statement by her physician of her physical capacity to perform the duties of her position:

11.5.2.1 at the time she notifies the Board of her pregnancy.

11.5.2.2 monthly during the course of pregnancy.

11.5.2.3 before she resumes her duties following the termination of pregnancy.

11.5.2.4 when notwithstanding such certification of fitness, the performance of a pregnancy employee has substantially declined from the performance demonstrated by said employee at the time immediately prior to the time when notification was given of the state of pregnancy, or when the employee has been absent more than five (5) consecutive days, the employee shall then be required to submit a physician's statement that she is physically fit to perform the duties assigned to her.

11.5.3 Temporary Disability Leave: A pregnant employee shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth or recovery therefrom on the same basis as leave granted for any temporary disability (sick leave).

11.5.3.1 The employee and her physician shall determine as far in advance of the anticipated date of childbirth as is feasible the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor, in order that substitutional services may be arranged and the educational program suffer the least interruption.

11.5.3.2 Similarly, the employee and her physician shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy.

11.5.3.3 In either case, the board may verify the claim of the employee that she is disabled from the performance of her duties or capable of returning to her duties in accordance with the procedure of Certification of Fitness.

11.5.4 Extended Leave of Absence: An employee who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth or recovery therefrom, or beyond the terminations of such disability or both, may request such leave in accordance with Board policy on extended leaves of absence. (Ed. Code 87766: Labor Code 1420.2)

11.6 PERSONAL NECESSITY LEAVE: The Board shall, in accordance with law and pursuant to the provisions of this policy, provide for an employee's absence for personal necessity while charging such absence to sick leave.

11.6.1 Limits: The Board reserves the right to specify within the limits of statute and judicial precedent, the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the number of sick days which may be used in any school year for personal necessity leave.

11.6.1.1 The total number of days used for personal necessity leave in any school year may not exceed six (6).

11.6.1.2 Request for personal necessity leave shall be made at least three (3) days in advance to his/her immediate supervisor who reserves the right to verify such request by any appropriate means.

11.6.2 Exceptions to Advanced Notice: Advance permission is not required in the following situations specified by law:

11.6.2.1 "death or serious illness of a member of his or her immediate family; or,

11.6.2.2 accident involving his or her person or property, or the person or property of a member of his or her immediate family.

11.6.3 Reasons for Leave: Personal necessity leave may be taken for the following reasons:

11.6.3.1 serious illness of a member of the employee's immediate family;

11.6.3.2 accident involving the employee's person or property;

11.6.3.3 accident involving the person or property of a member of the employee's immediate family. (Ed. Code 87788 definition); or,

11.6.3.4 death of a member of the employee's immediate family for the time requested in excess of that specified by statute.

11.6.4 Exclusions

11.6.4.1 extension of a school holiday or vacation;

11.6.4.2 social event (wedding of self or family member, reunion, etc.);

11.6.4.3 convention related to employee's avocation; or,

11.6.4.4 job interview for positions outside District.

11.6.5 Compensation: Compensation for personal necessity leave shall be in accordance with the applicable provisions of the sick leave policy of this Board. (Ed. Code 87784)

11.7 EXCEPTION: The Board reserves the right ot grant leaves of absence, for the purposes not otherwise covered by Board policy, when, in the judgment of the Superintendent/President, such action will be mutually beneficial to the employee and the College.

11.7.1 Personal Business Leave: A Unit member shall be entitled to five (5) days leave each school year for personal reasons subject to the following conditions:

11.7.1.1 This leave shall not be used for purposes of convenience for matters that can be taken care of outside of the normal work hours.

11.7.1.2 This leave must be taken in full day increments and shall be limited to three (3) percent of the total number of Unit members on any given date.

11.7.1.3 Unit members seeking this leave must file a written request stating the reasons for the request with the appropriate Dean for approval by the Superintendent/President one week in advance of such leave.

11.7.1.4 The District shall subtract from the Unit member's salary an amount equal to the established substitute teacher daily rate when a substitute is used.

11.7.1.5 If the person applying for leave arranges for a substitute acceptable to the Dean which involves no expense to the District, no salary deduction shall be made.

11.8 BEREAVEMENT LEAVE: Every person employed by this community college district in a position requiring certification qualifications is entitled to a leave os absence, not to exceed three days, or five days if out-of state travel is required, on account of the death of any member of his immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code or provided by the governing board of the District. The governing board may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. (Ed Code 87788).

11.9 COURT DUTY

11.9.1 Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another government jurisdiction for reasons not brought about through the initiation of the faculty member.

11.9.2 Jury Duty: A leave of absence without loss of salary shall be granted to a faculty member who is officially called to jury duty. Juror's fees, exclusive of mileage, received by the faculty member shall be deposited to the credit of the District.

11.9.3 Court Appearances: For any necessary court or agency appearances, the faculty member may use available person necessity leave. However, if any court or agency apperance is required of a faculty member by the district, it shall be made without loss of pay and without charge to any other accrued leave benefits.

11.10 Military Leave: Certificated employees who enter the military service of the United States in Califronia are entitled to a military leave.

11.10.1 Continuity: Such absence does not affect classification and does not constitute a break in service. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.

11.10.2 Reinstatement Rights: Within six months after an employee honorably leaves the service or has been placed in inactive duty, he or she shall, subject to the provisions of Ed. Code 87832, be entitled to return to the position held at the time of entrance into the service, at the salary to which he or she would have been entitled had he or she not absented himself or herself from the District.

11.10.3 Compensation: Certificated employees ordered into military service are entitled to one month's pay from the District if one year of service has been rendered to the District.

11.10.4 National Guard: Members of the National Guard are entitled to leave without regard to the length of their public service. (Ed. Code 87832),

11.11 UNCOMPENSATED LEAVE: It is the policy of the Board that leaves of absence, without pay, not to exceed once year, may be granted by the Board upon the recommendation of the Superintendent/President. Such leaves shall benefit the school and students of the District, and will normally be granted for a school year. (July 1 throught June 30).

11.11.1 Notice: If a person wishes to take a leave under this policy, a written request must be presented to the Superintendent/ President's office at least four months prior to the effective data of the leave. It is a condition to the granting of an annual college year leave that the employee must notify the District in writing (not later than April 1) whether or not he or she intends to return the following fall. If no notification has been received by the district, the Board shall consider the instructor to have resigned his or her position.

11.11.2 Restrictions

11.11.2.1 No leave shall be granted during the school year unless a satisfactory replacement can be obtained.

11.11.2.2 No salary increment shall be granted for time spent on annual leave. Upon his or her return to teaching, an employee's salary shall be one step higher than that received during his or her last full year of service.

11.11.2.3 A regular leave of absence may be granted only to those instructors who have achieved permanent status. Under extenuating circumstances and with the approval of the Superintendent/President, the Board of Trustees may grant a regular leave to a probationary employee.

11.11.3 Exception: The Board reserves the right to grant leaves of absence, for purposes not otherwise covered by Board policy, when, in the judgment of the Board, such action will mutually benefit the employee and the College. (Ed. Code 87763-64)

11.12 PROFESSIONAL GROWTH LEAVE(Sabbatical): Professional growth leaves may be granted for study and travel and for such purposes leave deemed to be beneficial and in the best interest of the college district. Professional growth leave is a valuable means of furthering the educational growth of the staff and is intended for this specific purpose. Plans setting forth the program of the applicant will accompany and be part of each letter of applications.

11.12.1 Benefit to the District: The Board of Trustees, upon the advice and recommendation of the Superintendent/President, may grant Professional Growth Leave to certificated employees who have completed a minimum of six (6) consecutive years of full-time service in the Barstow Community College District, and who have qualified by submitting an acceptable plan of proposed activity to be carried on during the leave which will be of benefit to the College District.

11.12.2 Financial Ability of the District: Professional growth leaves may be granted each year based on financial ability of the District. Every effort shall be made to grant professional growth leaves to a number not to exceed five (5) percent of the full-time certificated staff during any given year. In the event funds are not available to finance that number, the largest percentage possible shall be granted.

11.12.3 Eligibility: A certificated employee engaged in full-time teaching shall be eligible for a professional growth leave after each successive six years of service, but not more than one such leave of absence shall be granted in each six year period. The period of absence shall not be included as service in computing the six consecutive years of service.

11.12.4 Duration:

11.12.4.1 Such leaves may be granted for not more than three consecutive quarters or for less than one full quarter. Extended professional growth leaves shall not be considered as an interruption in service to the District, and such time shall be computed for normal progression on the salary schedule.

11.12.4.1 The Board may provide that such leave be taken in separate semesters rather than for a continuous one-year period, provided that the leave of absence for any and all semesters shall be commenced and completed within a three-year period.

11.12.5 Application Procedure: Application for extended professional growth leave, including plans, will be presented to the administration by February 1st preceding the school year in which the proposed leave is to begin.

11.12.6 Limitations: Since the effective operation of the college must not be adversely affected by its professional growth leave policy, the practice shall be to restrict the number of persons on professional leave to five (5) percent of the certificated staff.

11.12.7 Other Requirements: In order to be granted a professional leave, the certificated employee must:

11.12.7.1 render a period of service in the employ of the Board following his/her return from the leave of absence which is equal to twice the period of the leave.

11.12.7.2 post a bond indemnifying the Board against loss in the event the employee fails to render the agreed upon period of service following return from the leave;

11.12.7.3 sign the contract of agreement for the professional growth leave.

11.12.8 Exemptions: If the leave itself or the return to post-leave service is interrupted or prevented by a serious accident, illness, or death, the terms of the leave shall not be considered violated.

11.12.9 Stipend: Pay for the sabbatical leave time shall be calculated at fifty percent (50%) of the rate at which the employee would have been paid had he/she continued in normal service for one (1) year, or seventy five percent (75%) for one semester.

11.13 Paternity Leave

11.13.1 When the physical condition of the expectant mother necessitates it, a father may have his personal necessity leave extended by five days on her physician's direction.

11.13.2 Upon the birth of the child, the father will be granted two days compensated leave.

ARTICLE XII

EVALUATION

12.1 The District, which may be represented by the appropriate administrator, retains responsibility for the evaluation and assessment of performance of each faculty member. Such responsibility shall be exercised in a manner consistent with the following procedural guidelines.

12.2 Written evaluation and assessment of performance shall take place at least once each school year for contract faculty and at least once every other year for regular faculty. Hourly faculty will be evaluated during their first quarter of employment and at least once during every two (2) semesters or three (3) quarters thereafter.

12.3 The immediate administrator and division/area faculty shall consult and attempt to agree upon acrual objectives, standards, and assessment methods to be utilized. If agreement is not reached the immediate administrator shall make the determination of actual objectives, standards and assessment methods. This deterimnation may be subject to the grievance procedure.

12.4 Techniques of evaluation will include observation, peer review, self-appraisal, student appraisal and administrative appraisal.

12.5 Upon completion of the written evaluation and prior to the time such evaluation is filed in the evaluatee's personnel file, a meeting to discuss the evaluation shall take place between the evaluator and evaluatee.

12.5.1 The evaluatee shall be provided a copy of the written evaluation prior to the meeting.

12.5.2 The evaluator and the evaluatee shall both sign the final evaluation as an indication that the meeting took place.

12.5.3 The evaluatee shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.

12.6 The evaluator may make formal recognition of areas of exemplary performance on the part of the evaluatee in the written evaluation. Should the evaluator note specific deficiencies in the evaluation, reasonable assistance will be provided the evaluatee in developing a plan to correct the deficiencies.

12.7 The objective decisions of the evaluator shall not be subject to Article XIV Grievance Procedure of this Agreement.

12.8 While evaluation procedures may be related for evidentiary purposes to disciplinary/discharge proceedings, discipline and discharge procedures may, in appropriate cases, be undertaken independently of the evaluation procedures contained in this Article.

12.8.1 Nothing in the Article shall in any way preclude a faculty member's right to legal appeal of disciplinary action through appropriate Education Code provisions.

12.8.2 Any evaluation procedures involved in disciplinary and/or dismissal proceedings shall conform to Education Code sections 87732 through 87740 and such other relevant sections as are referred to therein. The instructors right to notification and discovery shall not be abridged.

12.9 The Association will be consulted in the development of forms or criteria to be utilized in realtion to this Article.

12.10 Student Evaluations

12.10.1 Frequency: Student evaluations will be obtained in every class for every instructor, every semester, at District expense.

12.10.2 Results: The descriptive results obtained will be reported in terms of: (a) an institutional average, (b) a divisional average, and (c) an instructor average.

12.10.3 Review: Each instructor shall meet with the appropriate Dean to discuss the results of the student responses. The Dean shall, in writing, make specific recommendations concerning the methods to be used for improving each rating summary for each teacher when the rating is in the lower quartile of the institutional distribution for any class.

12.11 PEER EVALUATION

12.11.1 Selection and Duties: If, at the end of the second semester following the administrative review and recommendations, any of the rating remain at the same level with no indication of improvement, the instructor's division chairman and the instructor will select two faculty members to assist in the process of evaluating the Dean's recommendation and in attempting to find a means for assisting the instructor in improving his student ratings.

12.11.2 Report: The findings and mutually agreed upon recommendations (including, if necessary, classroom visitations by the instructor's peers) will be submitted in a written report to the appropriate Dean.

12.11.3 Peer Reevaluation: Following a second semester of assistance, the peer evaluators will again meet to consider the effectiveness of their effort.

12.11.4 Report: They will again consider the results of the student reports, as well as the apparent effectiveness or ineffectiveness of their efforts, all of which will be summarized in a report to the appropriate Dean.

12.12 Student evaluations will become part of Administrative Evaluation.

ARTICLE XIII

SAFETY CONDITIONS

13.1 OBLIGATION OF DISTRICT: The District shall provide and maintain teaching facilities, equipment, and conditions which shall conform to, and comply with, all safety, health, and sanitation requirements imposed by state or federal law or the regulations adopted under state or federal law.

13.2 OBILGATION OF UNIT MEMBERS: Individual unit members shall notify the District management of any conditions or circumstances which are, in the opinion of that member, in violation of the laws, rules, or regulations cited above.

13.3 INTERPRETATION: Nothing in this Article shall be construed in such manner as to relieve either party to this Agreement of the responsibility for exercising reasonable and prudent judgment at all times in the performance of their respective duties.

13.4 REPORTING UNSAFE CONDITIONS: When, in the opinion of a Unit member, the conditions under which he/she is required to serve, or, any other conditions known to him/her by reason of his/her employment with the District, are deemed to be unsafe, he/she shall, in writing, notify any available member of the District management concerning said condition.

13.5 MEMBER LIABILITY: Receipt of the written notice of an unsafe condition shall, for the period during which a response from the District management is pending, constitute a release of liability to the Unit member for any and all suits, claims, or orders of judgment arising out of the identified condition, except where actions, negligence, or nonfeasance of the member contributes to the unsafe conditions.

13.6 DISTRICT RESPONSE: The District Management shall, upon receipt of the written notice, investigate into the matter and ascertain the validity/invalidity of the statements made. Having made this determination, the District Management shall, in writing, notify the Unit member of its plans (including no action) for dealing with the alleged unsafe condition.

13.7 ASSOCIATION PARTICIPATION: If, in the opinion of the Unit member, the response of Management is inappropriate or inconsistent with good health and safety practices, the member shall notify the BCFA in writing with copies of his original notice and the response of Management attached. If BCFA concurs in the opinion of the member, the Unit shall file a complaint with OSHA, copy to the Superintendent/President of the District.

CAL-OSHA APPEALS BOARD
107 South Broadway
Los Angeles, CA 90000
(213) 620-5264

13.8. REPORT OF ATTACK OR MENACE

13.8.1 Should a faculty member be attacked, assaulted, threatened, or menaced by a student in the course of employment, such faculty member shall report the incident promptly in writing to the Dean of Student Services, identifying the student and setting forth the time, place, and circumstances of the incident.

13.8.2 Should a faculty member be attacked, assaulted, threatened or menaced by any person in the course of employment, such faculty member shall report the incident to the immediate supervisor who shall promptly report the incident to the police and the District Personnel office. This does not preclude the faculty member reporting the incident to the police. The District shall comply with any reasonable request for information in its possession relating to the incident and the persons involved.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.1 GENERAL PROVISIONS

14.1.1 The purpose of this procedure is to provide a prompt and efficient means for the resolution of grievances at the lowest possible administrative level.

14.1.2 A "grievance" is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement. All other matters and disputes for which there are other means of resolution are beyond the scope of this Agreement. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

14.1.3 A "grievant" may be any member of the Unit covered by the terms of this Agreement.

14.1.4 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by an appropriate designee. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

14.1.5 A "day" is a day in which the administrative offices of the District are open for business, with the exception of Christmas, spring, and summer recesses.

14.1.6 Association Right to Grieve: The Association may act as grievant if they file a grievance concerning the provision of Article IV, Association Rights.

14.1.7 Failure to Meet Time Limits: If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein if the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

14.1.7.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

14.1.7.2 The parties will attempt, in good faith, to adjust time limit problems which occur above Level 1 as a result of the summer recess.

and/or ask for further details, reasons, and evidence.

14.3.7 The Chair will call for the appropriate Dean to state the District response together with any counterproposals or suggestions advanced by the immediate supervisor at the informal (Level One) consultation. The panalists shall have the right to put questions and/or ask for further details, reasons, or data.

14.3.8 Any parties in interest shall have the right to be present and to hear and respond to any statements made or to give additional testimony at this point.

14.3.9 The Chair will then poll those present to ascertain that all available relevant information has been presented.

14.3.10 All panalists being satisfied, the Chair will adjourn this portion of the hearing and the panel shall retire to consider their decision in private.

14.4 THE RESOLUTION AND DECISION

14.4.1 The panel shall endeavor to develop a common statement on an agreed-upon resolution. They shall generate a majority, if not a unanimous written decision finding for the grievant or for the District. Reasoning supporting the resolution shall be included.

14.4.2 They shall, correspondingly, determine and state in writing the appropriate remedy as determined by the panel, if the finding in 14.4.1 above was for the grievant. Reasoning supporting the remedy determined upon shall be included.

14.4.3 Any dissent to the majority decision reached in 14.4.1 or 14.4.2 above shall also be put in writing by the dissenting member, together with the rationals supporting such dissent.

14.4.4 The written decisions of the panel shall be distributed to all principals and the Superintendent as soon as feasible but in no case more than five working days after the hearing.

14.4.5 The copy of the decisions to the Superintendent shall have a copy of the grievance attached.

14.5 APPEAL

14.5.1 The grievant may, within five (5) working days of the distribution of the panel decision, appeal the decision of the panel to the Board of Trustees by submitting a written appeal to the Superintendent/President stating the reasons for and basis of his/her appeal.

14.5.2 Upon receipt of the appeal, the Superintendent/President (S/P) shall review the findings of the panel and place the item upon the agenda of the next regular Board meeting, together with a summary of the case and his/her recommendation. The Superintendent may call in any or all of the principals in the case as necessary to generate his/her recommendation. The S/P may cite any and all appropriate persons to the Board Hearing.

14.5.3 At the next regularly scheduled meeting, the Board shall consider the merits of the case in close session, reviewing the grievance, the decision of the panel, any dissents, and any allegations of irregularities or violations of prescribed procedure.

14.5.4 The Board is not charged with rehearing the case, but rather with assuring itself and its constituency that a fair and impartial hearing has been held in accord with the letter and spirit of this Agreement and that a reasonable and appropriate decision has been rendered.

14.5.5 Upon returning to open session, the Board shall act to sustain, modify, or reverse the panel decision being appealed. It shall give reasons for modification or reversal, and direct the Superintendent/President to respond to the appropriate parties in writing.

14.6 REVIEW

14.6.1 Where the panel finds for the grievant, the Superintendent shall review the grievance and the decision of the panel together with any dissents.

14.6.2 The Superintendent/President may call in any or all of the principles to secure the optimal basis for his/her recommendation to the Board.

14.6.3 Upon conclusion of a review, the Superintendent shall put an action item on the agenda of the next regular Board meeting for ratification of the panel decision, together with his/her recommendation for ratification, modification, clarification, or reversal of the panel decision.

14.7 THE DECISION OF THE BOARD SHALL BE FINAL: The Superintendent shall advise all principals in writing of the decision of the Board.

14.8 FORM DEVELOPMENT AND DISTRIBUTION

14.8.1 Forms, as needed, for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent/ President or his/her designee and the Association.

14.8.2 The forms shall be given appropriate distribution by the Association and the District to all Unit members to the end of facilitating the grievance procedure.

14.8.3 The costs of preparation and reproduction of such forms shall be borne by the District.

14.8.4 Every reasonable effort shall be made to develop forms for grievance processing that are suitable for all elements of the college community, including the Classified Bargaining Unit.

14.1.7.3 An immediate administrator shall not be required to respond to more than one grievance in any five-day period. Accordingly, timelines incorporated in this procedure shall be automatically extended in the event of multiple grievance filing with the same immediate administrator.

14.1.8 Association Representation: The grievant shall be entitled to representation by the Association at all grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resultion and has been given the opportunity to state its views on the matter. Ten (10) days will be considered an opportunity in this instance.

14.1.9 Released Time: Grievance meetings will normally be scheduled so as not to conflict with classroom duties. If this is not his/her division/area representative, or another representative of the Association for purposes of processing the grievance.

14.1.10 Confidentiality: In order to encourage a professional and harmonious disposition of a faculty member's grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

14.1.11 No Reprisal: There shall be no reprisal against a faculty member for filing a grievance or assisting a grievant in ths procedure.

14.1.12 Grievance Files: The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievance file shall be kept confidential. All records used in this grievance procedure which may have been derived from personnel files maintained by the District, will be returned to those files without indication that they had been used in this grievance procedure.

14.1.13 Group Grievance: Should the Association and the District feel that the significant characteristics of a number of individual grievances or potential grievances are sufficiently alike, that it would be in the best interest of time to hear this group of grievances as one, they may mutually agree to do so.

14.2 GRIEVANCE PROCEDURE

14.2.1 Level One, Informal: Before filing a formal written grievance, the grievant shall attempt to resolve it through an informal conference with his/her immediate administrator. The grievant may accept the resolution at this point, or he/she may appeal through the balance of the process with the option of withdrawing from the grievance at any point in the procedure.

14.2.2 Level Two - Formal

14.2.2.1 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate Dean. If the grievant had no knowledge of the occurrence of the act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the data upon which the grievant knew or reasonably could have known of the occurrence.

14.2.2.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions alleged to have been violated, misapplied, or misinterpreted, the circumstances involved, and the specific remedy sought. The written statement shall include a report on the Level One conference.

14.2.2.3 Either the grievant or the immediate administrator may request a personal conference.

14.2.2.4 The "appropriate dean" is the supervisor of the grievant's immediate supervisor.

14.2.3 Responsibility for Scheduling Hearing: The appropriate dean shall, within five (5) days after receiving the formal grievance, schedule the hearing for a date, time, and place he deems convenient to all parties. The hearing shall be set within 10 days of receipt of the formal grievance.

14.2.3.1 Notice of the hearing and a copy of the grievance shall be sent to:

The Chariman of the BCFA Grievance Committee
The District Representative
The Grievant
The Immediate supervisor of the Grievant
Any party in interest identified by the grievant or his/her supervisor.
The neutral selected per 14.2.4 below.

14.2.4 The Grievance Hearing Panel: The Grievance shall be heard by a panel consisting of:

A representative chosen by the Association
The Dean selected by the District, and
A neutral person chosen by the procedure described in 14.2.5 below.

14.2.5 The neutral panel member will be selected by the Association and the Dean representing the District from a list supplied by the California State Mediation Service and this person shall sit as the Chairperson of the Panel.

14.2.5.1 Within 48 hours of receipt of formal grievance, the appropriate Dean shall notify the Chairman of the BCFA Grievance Committee to join the District Representative in selection of the neutral panalist.

14.2.5.2 The first operation is a flip of a coin by any third party. Tails means the Assocation strikes (one) name from the list; Heads means the District strikes the (one) name from the list.

14.2.5.3 Each shall strike in order until one name is left. That remaining name shall be the neutral panelist and shall be notified per 14.2.4 above.

14.2.5.4 No pay shall accrue to the neutral or any other panalist.

14.2.6 Right to Advocate: Each party may be represented by an advocate of their choice.

14.2.7 Either party may cite witnesses, present documentation, or present such other evidence as supports their position.

14.3 CONDUCT OF HEARING

14.3.1 The panel shall select a chairperson.

14.3.2 Each panelist shall have a copy of the grievance.

14.3.3 The first order of business of the grievance panel shall be the consideration of any protest as to the grievability of the complaint in question.

14.3.4 If the panel majority rules that the issues is grievable, the hearing shall proceed.

14.3.5 If the panel majority agrees that the issue is not properly grievable, the hearing shall be dismissed. The panel shall make a written report on the basis of its decision and submit copies to all parties and the Superintendent. A dissenting member shall make a written report of the reasons for his/her dissent.

14.3.6 The Chair will call for the grievant to present his case verbally.

14.3.6.1 The Grievant and/or his/her representative will restate the circumstances of the grievance, together with the remedy he/she believes is in order.

14.3.6.2 The panalists shall have the right to put questions

ARTICLE XV

RETIREMENT

15.1 DISABILITY AND EARLY RETIREMENT: In the case of disability retirement at any age, or early retirement at age 55 (or as modified by the Education Code), for a certificated employee of the Boarstow Community College District, the District will continue to pay monthly payments of all medical, hospital, dental and optical insurance in effect at the time of retirement for a period of 10 years, or until the employee reaches age 65, which comes first.

15.1.1 The employee must have completed at least 10 years of service with the district, or be on step 12 of the salary schedule to be eligible for this benefit. Obligation of the District herein will continue only as long as the retiree continues to receive a disability allowance or service retirement allowance from the State Teacher's Retirement System, within the limitations of 15.2 above.

15.1.2 Any changes or additions made in the above types of insurance or additional fringe benefits will also apply to covered retirees.

15.2 PROCEDURE: The District and the Association jointly shall develop applications, other forms, and administrative procedures necessary to implement and operate this program.

15.3 ELIGIBILITY: Members of the Unit with five (5) or more years of service in public school K-14 shall be eligible to retire at the end of the school year in which they attain the fifty-fifth birthday.

15.4 REDUCED TEACHING SERVICE PROGRAM: IMPLEMENTATION AND REGULATIONS: In accordance with Education Code, the District shall establish a Reduced Teaching Service Program, and the same shall be implemented by regulations set for below.

15.4.1 A faculty member must have reached the age of fifty-five (55) (or as modified by the Education Code) prior to reduction in workload.

15.4.2 The faculty member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

15.4.3 The option of part-time employment may be exercised at the request of the faculty member with concurrence of the District, and can be revoked only with the mutual consent of the District and the faculty member.

15.4.4 The faculty member shall be paid a salary which is the pro-rata share of the salary the faculty member would be earning had such faculty member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the faculty member makes the payments that would be required if full-time employment were continued. The faculty member shall receive health benefits as provided in the Government Code in the same manner as a full-time faculty member.

15.4.5 The minimum Part-time employment shall be the equivalent of 50% or more of annual load and required by the faculty member's contract of employment during the faculty member's final year of service in a full-time position.

15.4.6 A faculty member participating in this program shall receive the cerdit under the S.T.R.S. the faculty member would receive if employed on a full-time basis with a retirement allowance, as well as any other benefits to which the faculty member is entitled under the Education Code, based upon the salary that the faculty member would have received if employed on a full-time basis, and both said faculty member and the District shall contribute to the Teacher's Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis.

15.4.7 A faculty member in the Reduced Teaching Services Program may remain therein for a period of five (5) years or to the end of the fiscal year in which the faculty member attains age 70, whichever comes first, at which time the faculty member shall retire.

15.4.8 The District shall determine the number of faculty who may enter the program in any year.

15.4.9 Any modification in the level of part-time service of a faculty member who has entered into this program or any return to full-time service shall be permitted only with the mutual consent of the District and the faculty member. It is the intent of this program to provide options for faculty for part-time employment to phase in their retirement programs. Thus, return to full-time service by any faculty member who has entered into this program is not permitted under this section without the express mutual consent of the member and the District.

15.5 EXTENDED LEAVE PLAN: The employee may request an indefinite leave to be begun and terminated upon the mutual agreement of the employee and the District.

15.5.1 Eligibility: Any certificated staff member who has been employed full-time by the District for 10 or more years and how has attained the age of 50 years may apply.

15.5.2 No salary will accrue; however, the staff member on extended leave may opt to teach on a pro-rata pay basis for not more that 25% of a normal load in any given school year.

15.5.3 The employee will receive the same fringe benefits and salary increased on a pro-rata basis as any full-time certificated employee until the age of legal retirement.

15.5.4 The employee on extended leave will receive the same fringe benefits and salary increases (on a pro-rata basis) as any full-time certificated employee until the age of legal retirement.

15.5.5 Any qualified member of the certificated staff may apply for the extended leave option prior to February 1 in any given year for the succeeding year. The District reserves the right to deny the request.

15.5.6 The extended leave agreement may be revoked only with the mutual agreement of both the employee and the District.

15.5.7 Status: Under either of the two above options, the employee automatically becomes a professor emeritus and will have all the privileges attached to that status.

15.6 PROFESSOR EMERITUS: The skills acquired over many years by retiring certificated staff members are of continuing value to the District. The status of Professsor Emeritus may be granted by the Board of Trustees under the following conditions:

15.6.1 Definition: The status of Professor Emeritus defines a regular certificated employee who has retired from the District after the requisite period of time in service, and who has certain rights of part-time employment in the District.

15.6.2 Eligibility: Any retired certificated staff member who has served the equivalent of eight (8) years of full-time employment may be granted the status.

15.6.3 Limitations

15.8.3.1 A Professor Emeritus will be employed by the District as the preferred employee to perform any functions within his/her fields of specialization on the basis of a need, to be determined annually by the District.

15.8.3.2 The Professor Emeritus under contract will receive the maximum STRS allowable annually, and will be required to carry one-quarter of a normal load for his/her area per annum.

APPENDIX A

BARSTOW COMMUNITY COLLEGE DISTRICT

Instructor's Salary Schedule
1986-87

	$21.43		$23.71		$25.96
STEP or CLASS	M.A.	M.A. with B.A. plus 45 sem. units	M.A. with B.A. plus 60 sem. units	M.A. with B.A. plus 75 sem. units	M.A. with B.A. plus 90 sem. units
1	$21,432	$22,572	$23,710	$24,829	$25,960
2	22,572	23,710	24,829	25,960	27,105
** 3	23,710	24,829	25,960	27,105	28,246
4	24,829	25,960	27,105	28,246	29,364
5	25,960	27,105	28,246	29,364	30,503
6	27,105	28,246	29,364	30,503	31,643
7	28,246	29,364	30,503	31,643	32,782
8	29,364	30,503	31,643	32,782	33,897
*** 9	30,503	31,643	32,782	33,897	35,037
10	31,643	32,782	33,897	35,037	36,176
11	32,782	33,897	35,037	36,176	37,314
12	33,897	35,037	36,176	37,314	38,432

* Units profferred must be accepted by the Professional Preparation Evaluation Committee.

** Teachers with provisional credentials shall not proceed beyond Step 3.

*** Maximum starting salary.

An additional $800 will be paid for an earned Doctor's Degree.

Teachers with less than an M.A. or Class Temporary Credential will receive $500 less than Column I on this schedule.

Hourly rate are determined by applying a factor of 0.001 to Step I, Column I, III and V.

Summer Session rates per factored Standard Lecture Hour per section 7.2 will be set at .00125 of the instructor's placement on the salary schedule for each SLH of the summer assignment. Minimum class size shall be 12 students.

Board Adoption Date: 10-21-86 (1984-85 Schedule plus 5.5%)

APPENDIX C

STATEMENT OF JOINT INTENT

It is the intent and desire of the parties to this statement to reach accord on certain modifications of the extant collective bargaining agreement as these pertain to the factoring elements used to calculate Standard Lecture Hours, SLH.

We are agreed to select a sample of Community Colleges to serve as the base for determining the range of practice and the average of such practices in the various disciplines and individual classes.

It is further understood that where such elements as the use of aides, computer assisted instruction and/or any other modifying elements are relevant to the equity of the factoring process, we will reach agreement on an appropriate factor.

Further, it is undertaken for the parties to use the same or another agreed upon sample of Colleges to evaluate the hours and/or units assigned to classes, the relative comparability of the course descriptions and course outlines in order to assure ourselves that our practice is in line with that of a representative group of our sister institutions, and to make such alterations as are necessary to bring us into conformance with the norms of our sister colleges.

Both parties pledge themselves to find agreement on an arrangement that maintains standards comparable to those of our sample of representative California Community Colleges and that secures equity internally at this college.

While we do not anticipate any irreconcilable differences in achieving our purposes, we agree that should such a problem or problems arise, we will submit to arbitration by a third party neutral and abide the findings of such arbitration.

Administrative Represention — 9-16-86
Date

BCFA Representive — 9/16/86
Date

Chaffey Community College
Chaffey College Faculty Association

1985 – 1987
AGREEMENT

2 yr

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ARTICLE I
TERM

1.1 This Agreement, when adopted by the Governing Board, shall remain in full force and effect from July 1, 1985, up to and including June 30, 1987, and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing, no later than March 15, 1987, of its request to modify, amend, or terminate the Agreement.

Signed and entered into this 21st day of

November, 1985.

Robert Edmonson
President, Governing Board

John Extale
John G. Extale
President, CCTA

Isabel Scully
Isabel Scully
Vice President, Governing Board

Frank Pinkerton
Frank Pinkerton
CCTA Negotiations Committee

Paul A. Treadway
Paul Treadway
Member, Governing Board

Ron Davis
Member, Governing Board

Thomas W. Garnella
Tom Garnella
Member, Governing Board

ARTICLE II
RECOGNITION

2.1 The District hereby acknowledges the Association as the exclusive representative for all certificated employees contained in the May 8, 1980, voluntary recognition document, except as hereby amended to exclude Developmental Disabilities Specialist, Physical Disabilities Specialist, Learning Disabilities Specialist, Health Services Specialist, Children's Center Specialist, EOP&S Specialist, and Student Activities Specialist.

2.2 The above named Specialists shall not teach a greater load than was assigned them in the 1981-82 school year.

ARTICLE III
DISTRICT RIGHTS

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. Emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects District facilities or equipment, or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in futherance thereof; and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with law.

ARTICLE IV
ASSOCIATION RIGHTS

4.1 Use of Equipment

The Association Officers and no more than ten (10) specifically authorized members shall have use without charge of District typewriters, duplicating equipment, calculating equipment, and audiovisual equipment. Data processing equipment located in divisional or departmental offices may be used by the Association exclusive of times when such equipment is being used for District purposes. The Association's officers may use existing telephones provided it reimburses the District for the cost of toll calls. Reasonable usage of other equipment may occur upon mutual agreement with the District. The Association shall be allowed to use the lithographic services of the District provided that the actual costs are paid by the Association and that the Association adheres to established procedures of the Lithography Department.

4.2 Association Communications

The Association shall be entitled to use one third of the space available on each existing District bulletin board. The Association shall have the right to use the college mail distribution system for Association communications and shall be provided access to all faculty mailboxes for such use through appropriate methods.

4.2.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a signed authorization by the Association President or his/her designee.

4.2.2 Association postings and distributions of information shall not discriminate in any way against any of its members, any employee, or applicant for employment based on race, color, religious creed, sex, national origin, ancestry, handicap, or medical condition. The Association shall be directly and solely responsible for any violation of law occasioned by Association use of the District bulletin boards and mail system.

4.2.3 The Association releases the District and its representatives from any liability which arises from Association literature or postings.

4.3 Names and Addreses of Faculty

Names and job titles of all full-time and part-time faculty members by division or relevant work unit shall be provided to the Association within 25 working days of the first day of each fall term. Home addresses and telephone numbers of all full-time and part-time faculty members shall be provided to the Association provided the Association submits to the District written certification from the Association that such employees have authorized the District to release the requested information. An update shall be provided to the Association noting additions and deletions of certificated staff in the unit within 15 working days of the beginning of each winter and spring quarter.

4.4 Association Business

Elected officers and appointed committee chairpersons of the Association shall be free to conduct Association business, including processing grievances and conducting official meetings, on college property in accordance with Subsection 4.5 below pertaining to the "Use of Facilities." Association activities will be conducted so as to not interfere with the intended educational process.

4.5 Use of Facilities

The Association shall apply for facilities usage pursuant to established procedures in the Extended College Office.

Use of District facilities by the Association shall conform to the following regulations:

4.5.1 The Association may, subject to availability, use District facilities for Association-related meetings and activities. Such facility usage may not interfere with the educational or administrative functions of the District.

4.5.2 The use of facilities by the Association shall be free of charge. Charges will only be made to cover District expenses directly occasioned by the facility use. Such charges shall include, but are not limited to, nonroutine security and custodial costs as well as costs for materials consumed.

4.5.3 In the event that the Association is denied approval for facility use, approval shall be granted for use of an alternative time or facility provided that the Association shall be granted such use at a time within 48 hours of the originally requested use.

4.5.4 The Association is fully responsible for all loss or damage to District property during the period of use of such property.

4.5.5 All books, pamphlets, posters, and other items of literature which may have been used or distributed during a period of use must be removed at the end of the use period.

4.5.6 No law or District policy relating to facilities usage shall be violated during the occupancy of District facilities.

4.5.7 The Association is responsible for the removal and proper disposal of all decorations, props, equipment, or such other devices as it might use in connection with an event. All are to be removed as soon as practicable after the event, but, in any event, not later than 8:00 a.m. of the next school or business day.

4.5.8 The Association is responsible for the return of facilities in the same condition as they were at the time of entry except for normal sweeping and final disposal of trash.

4.5.9 Use of District facilities by the Association shall be subject to approval of the Association's President or his/her designee.

4.6 Board Agenda

The Association President or his/her designee will be guaranteed a place on the Agenda at each regular Board meeting, but not at the table.

4.7 Association Released Time

For the length of this Agreement, the Association shall be granted six (6) teaching units per quarter (or the equivalent for non-teaching faculty) reassigned time. During only those terms in which negotiations occur, eight (8) additional units (or the equivalent for non-teaching faculty) shall be granted to those persons serving on a Negotiations Committee. By no later than fifteen (15) days following the signing of this Agreement, and in all successive terms covered by this Agreement, the Association will designate in writing to the Superintendent/President each designated employee who is to receive reassigned time.

4.8 The District shall consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent that such matters are within the discretion of the public school employer under the education code and Government Code Section 3543.2.

ARTICLE V
GRIEVANCE PROCEDURE FOR CERTIFICATED BARGAINING UNIT EMPLOYEES

5.1 Definitions

5.1.1 "Grievance" A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

5.1.2 "Grievant" A "grievant" may be any certificated bargaining unit employee of the District covered by the terms of this Agreement who alleges that he/she has been adversely affected by a violation of the specific provisions of this Agreement. The grievant may be accompanied by a representative of the Association at any level or step in the grievance process.

5.1.3 "Day" A "day" is any day in which central administrative offices of the District are open for business.

5.1.4 "Immediate Supervisor" The "immediate supervisor" is the lowest level supervisor or administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances by the Superintendent/President.

5.2 Procedure

5.2.1 Informal Level Within ten (10) days after the grievant becomes aware of the occurrence of the act or omission giving rise to the grievance and before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor and/or the person occasioning the grievance, who shall respond to the grievant within five (5) days. If the recipient of the grievance does not respond within the time limit, the grievant may file a formal grievance.

5.2.2 Formal Levels

Level I

If the grievant is not satisfied with the decision at the informal level, the grievant must within ten (10) days present his/her grievance in writing on the District's grievance form to his/her immediate supervisor or the person occasioning the grievance.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the specific contract provision allegedly violated, the decision rendered at the informal conference, and the specific remedy sought.

The recipient of the grievance (i.e., the immediate supervisor or person occasioning the grievance) shall communicate his/her decision to the employee in writing within five (5) days after receiving the grievance. If the recipient of the grievance does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, the recipient of the grievance may request a personal conference with the grievant with stipulation that the grievant may be accompanied by the Association.

Level II
If the grievant is not satisfied with the decision at Level I, he/she may within five (5) days appeal the decision on the appropriate form to the Superintendent/President or his/her designee.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

The Superintendent/President or his/her designee shall communicate in writing his/her decision to the grievant within five (5) days. If the Superintendent/President or his/her designee does not respond within the time limits provided, the grievant may proceed to arbitration.

5.3 Arbitration

If the grievant is not satisfied with the decision at Level II, he/she may within five (5) days submit a request in writing to the Association requesting binding arbitration of the dispute. Within fifteen (15) days of the receipt of the grievant's request, the Association shall review the request and notify the grievant and the District that it wishes to submit or not submit the grievance to arbitration.

The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the District shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the grievance submitted to him/her. After hearing the grievance, the arbitrator shall within thirty (30) days submit in writing to all parties his/her findings and decisions.

The arbitrator's decision shall be final and binding.

The arbitrator will have no power to add to, or subtract from, or modify the terms of this Agreement or the policies and procedures of the District.

5.3.1 Computation of Timelines — Except for the initiation of the grievance at the informal level, timelines begin with the date the response is received by the grievant if personal service has been obtained, or if the United States Postal Service is utilized, two (2) mail service days after the date imprinted by the Postal Service on the envelope containing the communication.

5.3.2 Failure of the grievant (or the Association pursuant to Section 5.2.3) to meet the time limits provided for in this contract article shall be deemed a withdrawal of the grievance.

ARTICLE VI
LEAVE PROVISIONS

Any bargaining unit member with justifiable reason may, upon request, be granted a leave of absence by the Board.

No leave of absence may extend beyond the close of the current school year except by renewal by the Governing Board. A unit member who has been on leave for one (1) year will not be eligible for a renewal, except as recommended by the Superintendent/President and approved by the Board. The member's salary is computed upon a per diem basis.

Unless otherwise specified by the District, each unit member on leave must notify the District by February 15 as to whether he/she will return to employment for the following year. Such notification will be binding on the District and the bargaining unit member, and failure to notify the District on or before February 15 or failure to subsequently fulfill the commitment made on February 15 will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Governing Board.

6.1 Sick Leave

6.1.1 Each full-time employee is entitled to one (1) day sick leave for each month of paid service.

Unused sick leave may be accumulated, but is not retroactive before July 1, 1950.

Sick leave benefits shall be cancelled with the District when an employee severs official employment with the District. Sick leave benefits may be transferred to other public school employment.

When absent due to illness, employees will be paid as though working until accumulated sick leave has been used.

When sick leave has expired, an employee will be paid for a period not to exceed five months from the first day of illness the difference between his daily salary and that paid to a substitute.

Hourly teachers earn sick leave benefits, applicable to hourly assignments only, on the basis of one absence per quarter or summer session for each assigned class.

Sick leave may be used for illness in the immediate family, not to exceed three (3) days, if services or presence of the employee is necessary for critical illness of mother, father, daughter, son, wife, or husband. If sick leave is used for illness in the immediate family, the time off will be deducted from accrued sick leave. An extension of absence may be granted at the discretion of the Superintendent/President, subject to the approval of the Governing Board.

6.1.2 Filing of Absence Reports. To receive credit for absence under these sick leave policies, the unit member shall complete the District's absence report form on the day the unit member returns to work. In case of absences of five (5) days or more, a certificate of illness or injury must be presented to the Superintendent/President's Office, signed by a regularly licensed physician and/or a medical authorization to return to work. If there is reason to believe that there has been a misuse of sick leave , the Superintendent/President or his/her designee may require the unit member to provide a medical verification for an absence of any duration.

6.2 Pregnancy Disability Leave

6.2.1 Unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or non-medical preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the unit member and the unit member's physician.

6.2.2 Unit members are entitled to leave without pay for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave provisions have been exhausted. The date on which the employee shall resume duties shall be the day after the disability is terminated as determined by the unit member on leave and the unit member's physician.

6.3 Industrial Accident Leave

6.3.1 A unit member who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under Occupational and Workers' Compensation Insurance shall be granted an occupational leave not to exceed sixty (60) days for the same accident in any one fiscal year. Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received from the District Workers' Compensation Insurance Administrator. When the leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due to him or her for the same illness or injury.

6.3.2 Only absences which are supported by a doctor's certificate and have been verified by the District Workers' Compensation Insurance Administrator to be the result of a work-connected injury or illness can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's personal illness leave or other appropriate leave.

6.3.3 Should the employee's absence due to an occupational injury or illness extend beyond sixty (60) days, the employee shall be entitled to use accrued personal illness leave until temporary disability benefits cease, until he or she returns to duty, or until personal illness credits have been used up, whichever is sooner.

6.3.4 During any period an employee is receiving only his/her regular salary from the District, the employee is required to endorse over to the Districtall temporary disability benefits received from the District Workers' Compensation Insurance Administrator. Charges to the employee's leave balances shall be as follows:

a) Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District Workers' Compensation Insurance Administrator.

b) Personal illness leave SHALL BE REDUCED ONLY BY THAT AMOUNT NECESSARY TO PROVIDE A FULL DAY'S WAGE OR SALARY WHEN ADDED TO TEMPORARY DISABILITY BENEFITS.

6.3.5 An employee who is absent because of a work-connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence.

6.3.6 An employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

6.3.7 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she may be placed on unpaid leave of absence, at which time he/she shall be granted paid health insurance benefits in the same manner as though he/she were an active regular employee of the District.

6.4 Personal Necessity

6.4.1 A unit member may use up to six (6) days of accumulated sick leave per year as personal necessity.

6.4.2 A personal necessity is defined as an activity which is serious in nature, cannot be reasonably disregarded, can only be performed during the normal school day, and cannot be performed before or after regular school hours. Death in the family, serious illness or accident involving the unit member or his/her property or a member of his/her immediate family, certain types of medical and dental services, or other compelling personal reasons are included as personal necessity leave. Absences for social or recreational activities, departing early or returning late for duty, are not defined as personal necessity.

6.4.3 Under no circumstances shall personal necessity leave be used by the employee to participate in Association activities or concerted job action as outlined in Article XI.

6.4.4 The use of this leave due to a death in the immediate family would be in addition to bereavement leave set forth in §6.5 below.

6.4.5 The unit member may be required to submit a written statement to substantiate the personal necessity leave.

6.5 Bereavement Leave

No deduction in salary or sick leave entitlement shall be made for absence due to death in the immediate family. The term "immediate family" means the following persons: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee. Not more than three (3) days' absence or five (5) days, if out of state travel is necessary, shall be allowed under this section.

An extension of the absence may be granted at the discretion of the Superintendent/President, subject to the approval of the Governing Board.

6.6 Judicial Leave

Judicial leave shall be granted without loss of pay when the bargaining unit member must respond to a subpoena for jury duty or is officially required to appear on behalf of school district litigation. Jury fees will be endorsed back to the District.

6.7 Legislative Leave

A bargaining unit member elected to the Legislature shall be granted an unpaid leave of absence from his/her duties as an employee of the District. The unit member shall notify the District of his/her intention to return at least twelve (12) weeks in advance.

6.8 Sabbatical Leave

A maximum of 5% of the regular full-time certificated teaching staff in the bargaining unit may be permitted sabbatical leaves within each school year.

6.8.1 Application for sabbatical leaves will be made in writing using the appropriate form and routing it to the appropriate immediate supervisor. The immediate supervisor shall make recommendation to the appropriate Vice President or designee for approval. The Vice President, through the Superintendent/President, shall make recommendation to the Governing Board. The Governing Board may, at its sole discretion, approve or disapprove sabbatical leaves.

6.8.2 The request for the full, two consecutive quarters, a single quarter, or a sabbatical leave as provided for in Section 6.8.7 shall be submitted on or before February 1st of the preceding academic year.

6.8.3 Sabbatical leaves will be limited to professional growth activities; i.e., activities which subsequently relate to the person's assignment. Using the appropriate form, the employee should clearly delineate his/her sabbatical plan and explain how it would result in professional growth which benefits the College. Each application will be considered on the basis of its own merit, and if applications exceed 5%, seniority should be considered when all other items are equal.

6.8.4 Bargaining unit members' pay will be computed on the unit members' base salary on the appropriate certificated schedule.

6.8.5 Seventy (70) percent of the base salary will be paid during the sabbatical leave.

6.8.6 The employee must submit a detailed report of his/her activities during the leave. The report should be received by the Vice President no more than thirty (30) days after return to regular assignment. Failure to carry out the sabbatical plan as approved by the Governing Board, and/or to file the required report, will result in repayment to the District of leave pay.

6.8.7 A sabbatical leave may be granted in separate units rather than for a continuous combined leave, provided it shall be commenced and completed within a three-year period. Separate applications should be made for each leave. If applications exceed the 5%, priority will be given to those who have not been granted previous sabbatical leave. If the second request is granted, the total salary for the combined year shall not exceed 70% of the year in which the second portion of the sabbatical is granted.

6.8.8 Every employee, as a condition of being granted a sabbatical leave of absence, shall agree in writing to render a period of service which is equal to twice the period of the leave in the employ of the Governing Board of the District following his/her return from the leave of absence.

6.8.9 The compensation shall be paid the employee while on the sabbatical leave in the same manner as if the employee were teaching in the District, upon the furnishing by the employee of a suitable bond indemnifying the Governing Board of the District against loss in the event that the employee fails to render the agreed-upon period of service in the employ of the Governing Board following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render the agreed-upon period of service is caused by death or physical or mental disability of the employee.

6.9 Military Leave

Military leave of absence is considered upon written request to the Governing Board. A unit member who is granted military leave will earn service increments the same as if teaching. Employees with a full year or more of experience in this District will receive a payment up to the maximum of thirty (30) calendar days per year when military leave is granted.

6.10 Miscellaneous

6.10.1 Unless otherwise provided in this Article, bargaining unit members, while on paid leave of absence, shall be entitled to:

a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.

b) The option to continue insurance benefits at the employee's expense.

c) Receive credit for annual salary increments granted during leave except in cases of sick leave or part-time assignment where service is not rendered for 75% of the days in the teaching calendar.

6.10.2 A bargaining unit member on unpaid leave of absence shall be entitled to:

a) Return to the same general classification of position at the end of the leave which was held prior to the granting of the leave.

b) The option to continue insurance benefits at the employee's expense.

6.10.3 Absence of instructors at the beginning and end of the school year.

a) Each faculty member has the obligation to attend the first general staff meeting in the fall and be available on all other contracted days.

b) A faculty member may be excused from these obligations by request to the appropriate supervisor because of illness or conflicting dates for activities that can increase the member's effectiveness in the work at Chaffey College; e.g., a study grant, a summer teaching position, attending summer sessions, employment related to the teaching field.

6.10.4 Absence to attend conventions and meetings. Approval to attend a convention, association meeting, or organizational conference is requested through the offices of the supervisors and should be made well in advance.

6.10.5 Leaves without pay, not to exceed one academic year, may be granted to regular certificated employees. Criteria to be used in evaluation of the request include:

a) Impact on the instructional program.

b) Appropriateness of the request to the individual's instructional program.

c) Benefit to the College.

6.10.6 Other absences not specified will be at the expense of the individual.

6.10.7 Salary deductions per day for 10-month bargaining unit members will be computed by dividing the employee's 176 service days into the annual salary.

6.11 In-Service Training Leave

6.11.1 When in the opinion of the District, it is necessary for a faculty member to be employed or to enroll in a course or courses during an academic year, such leaves may be granted with the consent of the faculty member subject to the following criteria:

a) On-the-job experience is necessary to keep up with the changing technology in the teaching field.

b) Changing community needs require retraining of a valued permanent employee.

c) A clear relationship to an instructor's assignment in the educational program.

d) Evidence that no other alternative is available.

6.11.2 Divisions and the Faculty Senate acting as a committee of the whole may make recommendations regarding in-service training projects. Such recommendations shall be presented to the Vice President of Instructional Services.

6.11.3 Where the intensive in-service training provides compensation, District compensation for the leave will be the difference between the current teaching contract and the training compensation. Existing employee fringe benefits shall be maintained unless comparable benefits are provided by the in-service employer. Unit advancement credit for in-service training shall not be granted. However, the period of time an employee spends in in-service training shall count toward service increments.

ARTICLE VII
HEALTH AND WELFARE BENEFITS

7.1 Health and Welfare Benefits/Employee and Dependent Insurance Coverage

The District agrees to maintain its current levels of coverage for all members of the bargaining unit for the following:

a) Medical / Hospital / Surgical Coverage

The Association and the Superintendent/President or designee will by March 1, 1986, present a proposal to the Governing Board for medical coverage in which the District's contribution for medical coverage shall not exceed the annual premium cost of Kaiser Health Plan A for the duration of this agreement. Any premium costs during the life of this agreement which exceed the annual premium cost of Kaiser Health Plan A shall be borne by the employee.

If by March 1, 1986 a proposal has not been received by the Governing Board, then the District will pay the annual premium cost of Kaiser Health Plan A for the duration of this agreement.

b) Dental Coverage

c) Vision Coverage

7.2 Eligibility

Only those employees who are categorized as regular contract, half-time or greater, on the annual salary schedule are eligible for the above benefits.

7.3 Life Insurance Coverage

The District shall maintain the existing life insurance coverage for all bargaining unit members.

ARTICLE VIII
TRANSFER

8.1 Definitions

For the purpose of this section, a "transfer" shall mean the relocation of a unit member from one department, division, or site to another.

8.2 Voluntary Transfers

8.2.1 The District shall notify in writing the President of the Association and shall attempt to post on employee bulletin boards where notices of job positions are normally posted, notification of vacant bargaining unit positions as they become known. Unit members desiring to transfer to such vacant positions may request a transfer provided such request is filed within five (5) working days after the posting of the vacancy by the Administration. The transfer request shall be submitted in writing to the Director of Personnel.

8.2.2 Prior to creation of a vacancy, a bargaining unit member may also request a transfer by filing an appropriate written request with the Director of Personnel. All requests for transfer submitted in this manner shall be kept on file for at least one (1) year from the date of submittal.

8.2.3 In either case, if the request has been timely submitted, the certificated employee shall be considered for the vacancy before any new employee is recruited. If the certificated employee has the proper credential and meets the minimum requirements of the vacant position, the employee shall be offered the position.

8.2.4 A unit member who has been denied a voluntary transfer may within five (5) days of such denial request a meeting to discuss such denial with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within a reasonable time period.

8.3 Involuntary Transfer

8.3.1 The District may transfer a unit member for, but not limited to, any of the following reasons:

a) Changes in college organization;

b) Increases or decreases in enrollment;

c) Addition or elimination of an educational service;

d) Best educational interest of the District.

8.3.2 Except in cases of emergency*, a unit member who is to be involuntarily transferred shall be given written notice of the transfer no less than ten (10) working days before the transfer is to occur.

8.3.3 Within five (5) days of the involuntary transfer, a unit member may request a meeting to discuss the involuntary transfer with the appropriate administrator. Such meeting shall be scheduled by the appropriate administrator within a reasonable time period.

8.4 Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational needs of the college.

All transfers shall be considered on the basis of credentials and minimum qualifications of the position. In the event that more than one certificated employee possesses the necessary credentials and minimum qualifications, seniority shall be used to select the person to be transferred.

8.5 Transfers resulting in an increase or decrease in a bargaining unit employee's teaching units shall require the District to compensate such employee in accordance with District pay practices.

8.6 Hours of teaching will be determined by comparability of assignment and not work location.

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* An emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects District course offerings, facilities, or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.

ARTICLE IX
EVALUATION

9.1 Evaluation Procedure

9.1.1 At a meeting of newly employed unit members, the evaluation procedure shall be explained by District representatives.

9.1.2 Evaluation of unit members shall be made at least two (2) times a year by November 15 and February 1 for contract personnel. Regular staff members shall be evaluated at least once every two (2) years by February 1 of the year of evaluation.

9.1.3 All evaluation reports for contract or regular unit members shall be discussed in conference with the individual involved. A copy shall be filed in the Personnel Office and a duplicate of the report shall be returned to the certificated staff member being evaluated.

9.2 Action upon Evaluation

9.2.1 On the advice of the administrative staff, the Superintendent/President shall recommend action on permanency to the Governing Board.

9.2.2 Satisfactory reports are the basis for advancement and for the granting of permanency, which is a legal function of the Governing Board.

9.2.3 In the event that an employee is to be dismissed, the District agrees to follow the appropriate application procedures set forth in the Education Code.

ARTICLE X
COMPENSATION

10.1 The parties recognize that current projections of District finances appear less than adequate to fund an improvement of the salary schedules for bargaining unit members during the 1985-86 fiscal year. It is the intent of both parties that unanticipated income be used first to bring the unrestricted reserves of the District to 3% of its total annual budget and to finance the implementation of the 1984 reclassification study conducted by Hay Associates. If, on June 30, 1986, the District has achieved these goals and finds that additional unrestricted funds are available, "X" percent shall be committed to improvement of the salary schedules for bargaining unit members for the 1985-86 fiscal year and attendant fringe benefits. For the purposes of this Article, "X" percent shall mean that percentage which bargaining unit members' salaries represent in the adopted 1985-86 District budget.

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10.2 Notwithstanding actions taken pursuant to Section 10.1 above, it is agreed that "X" percent of all new income received by the District in 1986-87 shall be committed to the improvement of the salary schedules for bargaining unit members for the 1986-87 fiscal year. For the purposes of this Article, "X" percent shall mean that percentage which bargaining unit members' salaries represent in the adopted 1986-87 District budget plus 10%. Also for the purpose of this article, "new income" shall mean the difference between the unrestricted income received in 1985-86 and that received in 1986-87. This C.O.L.A. shall be retroactive to July 1, 1986, including summer session. A preliminary salary increase shall be computed on or about September 1, 1986, and a follow-up adjustment shall take place on or before January 1, 1987, with salary increases reflected in the January 1, 1987, warrant. If upward adjustments are required as of June 30, 1987, in accordance with the foregoing Agreement, then such adjustments shall be made.

ARTICLE XI
CONCERTED ACTIVITIES

11.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

11.2 It is agreed and understood that any employee violating this provision will be subject to loss of pay and discipline up to and including termination by the District.

ARTICLE XII
SUPPORT OF AGREEMENT

12.1 The District and the exclusive representative agree that it is to their mutual benefit to encourage the resolution of differences through the meeting and negotiation process. Therefore, it is agreed that the District and the exclusive representative will support this agreement, and that the exclusive representative, for its term, will not appear before the Governing Board to seek change or improvement

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In any matter subject to the meeting and negotiation process except by mutual agreement of the District and the exclusive representative.

ARTICLE XIII
SAVINGS PROVISION

13.1 If any provisions of this contract or any application thereafter to any unit employee or group of unit employees is held to be contrary to law by a court of competent jurisdiction, such provisions of application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIV
STAFF SELECTION

14.1 A selection committee consisting of the involved supervisor as chairperson and at least two other persons shall be established by the Personnel Office in concert with the appropriate supervisor. The committee must include persons representing groups with whom the selected person will have significant interface (e.g., students, faculty in general, or from a specific division, program or discipline, classified employees from a specific unit, community members, outside authorities). The committee shall develop specific job-related criteria questions and appropriate responses for screening and interviewing. Any full-time or part-time faculty member may serve as a committee member. Students, that is persons currently enrolled in one or more courses, graded or non-graded, shall be selected using criteria acceptable to the cognizant supervisor, the Associated Student Body President, and the Director of Personnel Services.

ARTICLE XV
LOAD / HOURS

15.1 Work Year

Full-time unit members who are employed on an academic year basis shall perform assigned professional duties for 176 days.

In the event that a bargaining unit member is assigned to work an 11th month, such person shall serve for 196 days. Bargaining unit members assigned to work a 12th month shall serve for 216 days. Notwithstanding the above, counselors may be required to perform assigned professional services for the District up to a maximum of ten (10) days above the assigned service days. Counselors shall be compensated for these extra days at the counselor's per diem rate. These days shall be scheduled during the Spring, Winter, and/or Summer registration by the Vice President of Student Services in consultation with the Head Counselor and affected counselor.

Division Chairpersons' work year shall be set pursuant to the provisions of Article XVIII.

15.2 Flexible Assignment

The District may contract with individual unit members to perform special services or assignments to be compensated either by the prevailing hourly rate or reassigned units.

15.3 Special Assignment

A six (6) person committee consisting of three (3) persons selected by the Association and three (3) persons selected by the District shall be formed to study special assignments. The committee shall recommend a plan for compensating the following bargaining unit positions by March 1, 1986, for implementation July 1, 1986, and thereafter:

15.3.1 Athletic Director

a) 10-month contract

b) 11th month assignment subject to Governing Board approval annually

c) 10 tu's per quarter

15.3.2 Head Coach

15.3.3 Assistant Coach

15.3.4 Faculty Advisor — *Mountain Breeze*

15.3.5 Faculty Advisor — Student Government

15.3.6 Department Coordinators

It is understood that compensation for the Associate Degree Nursing Coordinator and Athletic Director shall remain in effect as in 1984-85 and shall not be subject to review by this committee.

15.3.7 The review committee shall be chaired by the Vice President of Instruction, who will be responsible for:

a) Scheduling committee meetings;

b) Arranging meeting locations;

c) Facilitating the committee process;

d) Forwarding committee recommendations to the Governing Board.

15.4 Class Size Guidelines

Chaffey College exists to meet the needs of its students in reaching their educational goals within the limits of financial and educational feasibility. Those limits make it necessary to establish a minimum number of enrollees in a class to meet a financial and educational standard which will support a class being offered. That standard is established at 17 students.

Recognizing that divisions of the College have program requirements which lead to certificates or other defined educational goals, and the College has requirements for the AA degree, variances from the 17-student standard must be considered so that adequate opportunities will be available to students to meet such requirements.

Recognizing also that faculty utilization is an important consideration, variances from the 17-student standard must be considered if full use of facilities is to be achieved. In accordance with the above considerations, the following policy shall govern the size of lecture, seminar, and laboratory classes:

15.4.1 Classes which have 17 or more students attending class as of the last day of late registration are not subject to cancellation.

15.4.2 Classes which have fewer than 17 students enrolled as of the last day of regular registration will be subject to cancellation unless a variance is granted.

15.4.3 Variences may be granted for any of the following:

a) When late registration may add sufficiently to the enrollment.

b) When the class is an advanced course in a sequence and expected attrition has occurred.

c) Where the class is being offered at a time designed to extend the school day and add to facility utilization.

d) Where the class launches a newly developed program.

e) Where the division's WSCH will support the small class.

f) Where other sections are filled and the offering is the first course in a sequence.

g) Where the course is to be offered but once during the school year and is a requirement for a major, certificate, or degree.

h) Under normal circumstances, no classes shall be cancelled after the first class meeting of the second week of instruction.

i) Where conditions of safety of facility size dictate smaller enrollments.

When a class assigned to be taught by a regular or full-time contract employee (more than 60% of contract) is cancelled due to low enrollment, the faculty member's teaching load will be adjusted by assignment to another class or by load adjustment in subsequent quarter or quarters. It shall be the responsibility of the Division Chairperson and the Office of Instructional Services to carry out the provisions of this policy in the best interest of the College.

15.5 Load Policy

The teaching load is approximately forty-five (45) teaching units per year; eight (8) units per quarter for evening instruction is the maximum. Because of the differences in unit value of various courses, forty-five (45) is an approximation. A teaching unit is one (1) hour of lecture-recitation which includes preparation, evaluation, and student conferences. Laboratory courses are evaluated on the basis of three (3) hours of laboratory work for two (2) units.

15.5.1 Guidelines for Instructor Assignments

a) All full-time contract faculty serve the District as their **primary** professional activity and shall therefore put in a full work week.

b) Students' needs should be considered first.

c) Individual preferences should be met where possible, that is, when (a) and (b) are served.

d) Office hours should be scheduled at different times and days to insure instructor availability to students. (See §15.5.3)

e) The number of different preparations should be minimal and appropriate to the area.

f) Class size is an administrative matter to be determined jointly by Division Chairpersons and the Office of Instruction after the Division Chairperson has consulted with the instructors in the Division.

g) Split schedules will be avoided where possible.

h) When possible, early morning classes will be avoided when preceded by a regularly-assigned evening class.

i) Load should be adjusted to circa forty-five (45) units per year.

j) An equitable spread of the teaching assignments throughout the week should be attempted.

15.5.2 Overload asignments

There is a maximum of twenty-four (24) hours overload assigned per academic year and eight (8) hours in any one quarter.

15.5.3 Office Hours

In addition to the hours of class time assigned, instructors are expected to hold at least five (5) office hours — at least one (1) hour per day. Class schedule and office hours shall be posted on the instructor's office door.

15.6 Load Factors

15.6.1 Approximately forty-five (45) annual teaching units (with a range of 44-46) are required of each full-time member of the bargaining unit. For load computation, the following load factors are applied:

1. Types of courses: As determined by the Vice President of Instruction with the advice of the Curriculum Committee.

a. Lecture: 1 hour = 1.0 teaching unit (TU)

b. Laboratory: 1 hour = .67 TU

c. Courses with "significant composition requirements" in which the skill of writing is the primary focus of the course as determined by the Curriculum Committee and verified by the approved curriculum guide:
1 hour = 1.19 TU.

d. Work Experience: 1 Tu for each 10 students enrolled.

e. Music Studio department offerings which emphasize group performance as opposed to individual instruction:
1 hour = 1 TU.

f. Fine Arts Major Productions (mainstage theatrical and dance productions, major instrumental and vocal music productions): 2 TU per quarter during which production is prepared.

g. Self-Paced (open entry / open exit or census week), Category 1 (for courses whose out-of-class requirements on the instructor, as verified by the curriculum guide, include the evaluation of a substantial quantity of student-generated materials on a continuous basis and include, either singly or in combination when more than one course title is supervised by an instructor during the same time period, an enrollment that will generate at least 525 WSCH): 1 hour = .90 TU.

Category 2 (for courses that do not meet all category 1 requirements). No office hours are required for that portion of the instructor's assignment in self-paced, category 2):
1 hour = .60 TU.

2. Assignments for bargaining unit members other than classroom instructors: 1 hour = .43 TU.

3. Large class sizes and team teaching.

a. Any course (except self-paced) may be team taught by two or more instructors with the TUs split between (among) the participating instructors. Large class TU agreements may be applied to team loads.

b. With the agreement of the instructor(s), the appropriate Division Chairperson and the Vice President of Instructional Services, large lecture classes may be assigned with the following load factors:

1. When a class with a predetermined size of 60-89 has enrolled students in numbers within those limits as of the end of late registration: 1 hour = 1.5 TU.

2. When a class with a predetermined size of 90 or more students has enrolled at least that number as of the end of late registration: 1 hour = 2.0 TU.

15.6.2 Load for Non-Teaching Faculty Currently Working Over 35 Hours Per Week.

With the start of the quarter immediately following the signing of the contract, the District will reduce by 2.5 hours per week the workweek of non-teaching faculty currently working over 35 hours per week. By July 1, 1987, the workweek for all non-teaching faculty will be 35 hours per week.

15.7 Compensation of Instructors for Summer Credit Courses

It is understood and agreed by the Chaffey Community College Faculty Association and the Chaffey Community College District that, effective immediately and for the duration of this Agreement, all instructors for summer credit courses shall be compensated at the prevailing Board-approved hourly pay rates for certificated hourly employees. It is further understood and agreed that summer school instructors whose course or courses are cancelled due to insufficient enrollment shall be compensated the equivalent hourly pay for two class meetings for each class cancelled. Under no circumstances shall the equivalent hourly pay exceed four (4) hours per class.

ARTICLE XVI
ASSIGNMENT

16.1 In order to meet the educational needs of the District, the District shall have the right to assign or reassign unit members as needed. Assignments shall not be made for punitive or disciplinary reasons.

ARTICLE XVII
LAYOFF

17.1 Appropriate sections of the Educational Code relating to layoffs will be followed by both parties.

ARTICLE XVIII
DIVISION CHAIRPERSON

Division Chairperson

A District certificated employee who is appointed by the Governing Board to serve as Division Chairperson shall be required to provide assigned duties to the District consistent with the provisions of this article and Governing Board policy.

Division Chairpersons are selected in accordance with procedures established by the Faculty Senate as long as such procedures are not in conflict with state, federal, or Governing Board's Affirmative Action / Equal Opportunity mandates.

18.1 Position Title

Division Chairperson

18.2 Position Definition*

18.2.1 Level of Assignment

.4667 ($^{21}/_{45}$) FTE supervisory functions, 176 contract days, plus 1.00 FTE of supervisory functions for a maximum of 31 additional contract days; plus .5333 ($^{24}/_{45}$) FTE faculty functions, 176 contract days.

18.2.2 Scope of Assignment

The Division Chairperson supervises all certificated, classified, and student employees assigned to the Division.

Responsible for the implementation of District policy and procedure within assigned division; wide range of recommendation and/or decision-making in areas of personnel, evaluation, class scheduling, other division activities, assigned facilities, and budget.

18.3 Responsibilities

18.3.1 Supervision of assigned staff

a) Completes, in a timely manner, all assigned supervisory tasks pertaining to hiring, evaluating, developing, and making recommendations to the Vice President of Instructional Services regarding the continuation, disciplining, or dismissal of assigned employees.

b) Facilitates, coordinates, and is responsible for compliance with work assignments by divisional staff.

c) Recommends to the Vice President of Instructional Services changes in status of assigned employees.

d) Facilitates and is responsible for the implementation of District policy and procedures in matters affecting the division.

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* This position description addresses the supervisory/non-teaching functions for which the chairperson is responsible. Faculty functions are described in the "Basic Faculty Position Description."

e) Consistent with Board policy and state regulations, schedules work assignments for faculty and classified staff in a manner that will make the best use of human resources for the effective and efficient operation of the division.

18.3.2 Recommendation and monitoring of division budget;

a) Prepares and recommends an annual divisional budget;

b) Supervises, monitors, and is responsible for budget expenditures; assumes primary responsibility for completion of appropriate budgetary tasks in a reasonable time.

18.3.3 Maintenance of high quality instruction

a) Regularly reviews and evaluates teaching methods in assigned programs;

b) Regularly reviews and evaluates curriculum and assigned instructional programs generally to assure maximum educational benefits and cost effectiveness;

c) As a part of the evaluative process, facilitates staff improvement in identified areas;

d) Recommends major curriculum and other program changes to the Vice President of Instructional Services;

e) Prepares and recommends a quarterly schedule for the assigned division; submits schedule information to the Office of Instructional Services within a reasonable time line.

18.3.4 Communication and Cooperation

a) Facilitates communication among staff assigned to the division;

b) Serves as the division's spokesperson in coordination with other Division Chairpersons and administrative personnel;

c) Facilitates conflict resolution among assigned staff members and among appropriate staff and students enrolled in division classes;

d) Serves as liaison between the Vice President of Instructional Services and division staff;

e) Serves as a member of the Instructional Council, Administrative Staff, and serves on or selects divisional representatives to other committees as assigned by the Vice President of Instructional Services.

18.3.5 Other Duties

a) Assists in and is responsible for the preparation and maintenance of long-term and short-term educational and facility plans for the division;

b) Prepares an annual report of the activities of the division;

c) Advises the Vice President of Instructional Services about matters of professional concern;

d) Monitors division enrollments to maximize the quality and efficiency of instruction;

e) Monitors affirmative action policies to ensure compliance with state, federal, and local mandates;

f) Performs division-related duties as assigned by the Vice President of Instructional Services.

18.4 Authority of Relationship

18.4.1 Direct Supervisor

Vice President of Instructional Services

18.4.2 Titles of positions supervised

a) Contract and regular faculty assigned to the division.

b) Adjunct (hourly and temporary) faculty assigned to the division.

c) Classified staff assigned to the division.

d) Student employees assigned to the division.

18.5 Specific Qualifications

18.5.1 In order to be eligible to run for the position, the candidate must be tenured, on a full-time (1.0 FTE) contract, and have more than a 50% teaching assignment in the division where the vacancy occurs. In order to retain the position, individual chairpersons shall have at the time of appointment or shall be responsible for developing within six (6) months of the time of appointment, and being able to demonstrate:

a) An understanding of the instructional programs offered by the division;

b) an understanding of District policies and procedures commonly required for the effective operation of the division and the ability to implement and monitor such policies and procedures;

c) The ability to administer the division budget with its attendant fiscal procedures;

d) A thorough understanding of educational practices, particularly with regard to teaching and learning;

e) The ability to supervise staff to maximize effectiveness and efficiency;

f) The ability to facilitate resolution of conflict between assigned staff members and between students enrolled in division classes and assigned staff;

g) The ability to communicate well orally and in writing.

18.5.2 During the first 90 days of the appointment, the Vice President of Instructional Services shall notify in writing the Division Chairperson of areas that need to be improved in order to meet the six-month requirement period.

18.5.3 Failure to improve during the next 90 days in the area or areas designated shall result in the immediate removal of the Division Chairperson.

18.6 Evaluation

18.6.1 An employee's performance as a Division Chairperson shall be evaluated pursuant to the responsibilities and duties in the Position Description.

18.6.2 The procedures to be followed shall be consistent with existing District policies. The Vice President of Instructional Services or designee shall be the evaluator.

18.6.3 The employee's performance as an instructor shall be evaluated pursuant to the evaluation procedure for instructors.

18.7 Calendar / Work Year / Hours

18.7.1 Calendar

After consulting with the Division Chairperson, the Vice President of Instructional Services shall establish the Division Chairperson's work calendar consistent with the following:

18.7.2 Work Year

The work year is a maximum of 207 days. One hundred seventy-six (176) days shall parallel the teaching year. A maximum of thirty-one (31) days shall be set by the Vice President of Instructional Services. No more than nineteen (19) work days shall be scheduled between the close of school in June and the start of school in September as follows:

a) No more than ten (10) working days shall be scheduled immediately following commencement.

b) No more than nine (9) work days shall be scheduled immediately preceding the day instructors are required to return in the fall.

c) Once established, the Chairperson may deviate from the above schedule only with the written approval of the Vice President of Instructional Services.

18.7.3 Hours

During the 176-day instructional year, a Division Chairperson shall devote an average of 18⅓ hours per week in the performance of Chairperson duties. This time shall be scheduled to meet the needs of the District and shall be subject to the approval of the Vice President of Instructional Services. The time shall be accounted for by the Division Chairperson to the Vice President of Instructional Services. The schedule shall provide that at least one (1) hour per day be allocated to the performance of Chairperson duties.

During the 19-day summer schedule period established by the Vice President of Instructional Services, the work day is eight (8) hours. The remaining twelve (12) days create 96 hours of Chairperson responsibility to perform Chairperson duties. This responsibility may be met either by serving twelve (12) days at eight (8) hours per day or by scheduling such hours in blocks of time that best meet the needs of the District. All such scheduling of this time shall be subject to the approval of the Vice President of Instructional Services and shall be accounted for by the Division Chairperson.

18.8 Compensation

The following formula shall be used to calculate Chairpersons' salaries:

18.8.1 176 contract days
.5333 of the base faculty salary schedule; .4667 of the 176 per diems from the appropriate Director level salary of the Management Salary Schedule (per diem figured on the 226-day Director work year). Notwithstanding the above, no Division Chairperson shall receive less pay as a Division Chairperson than he/she would have received if he/she were teaching full time.

18.8.2 31 days
A per diem from the appropriate Director level salary of the Management Salary Schedule for each day worked (per diem figured on the 226-day Director work year).

18.8.3 The appropriate Director-level salary is established by the number of FTE instructors the Chairperson is responsible for supervising. If the number exceeds 25 FTE instructors, the Chairperson will be placed at the Director Level IV. If the number is 25 FTE or less, the Chairperson will be placed at Director Level V.

18.9 Y Rating

18.9.1 Current Division Chairpersons shall receive such increases in compensation for the instructional services portion of their salary as are applied to the certificated salary schedule during the life of this contract.

18.9.2 So long as a Division Chairperson, continuously in office since 1981-1982, remains in office, such person shall receive his/her 1981- 82 pay for the period of time supervisory functions are performed until the application of the formula outlined in Section 18.8, Compensation, reaches a rate of pay which exceeds the existing compensation for those services.

18.9.3 Per diem equal to 1/176 of the Division Chairperson's base faculty salary in 1981-82 shall be paid for all days worked above 196 days. This per diem will remain constant regardless of subsequent cost-of-living adjustments.

18.10 Selection / Term / Removal

18.10.1 Only persons who meet the minimum qualifications outlined in the job description may run for the position of Division Chairperson.

18.10.2 A list of qualified candidates shall be established. The faculty, pursuant to Faculty Senate Rules, shall select a person to serve as Chairperson from that list. Once selected, the name is sent to the Governing Board. The Governing Board may accept or reject the candidate. If the candidate is rejected, the faculty shall be informed and a new election held from a list of candidates which does not contain the rejected candidate.

18.10.3 If the Governing Board approves the candidate, the person so selected shall serve a term of three (3) years subject to the following:

a) If the Chairperson is notified on or before December 1 of each year that his/her performance is below standards, and

b) If during the remainder of the academic year the Chairperson is unable to bring his/her performance up to standards, then

c) upon recommendation by the Vice President of Instructional Services, the Governing Board may remove the Division Chairperson from the position and such decision shall be final.

18.10.4 In the event that a Chairperson refuses to perform the duties during the established work year, the Chairperson may be removed by the Governing Board.

ARTICLE XIX
SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

19.1 **Initial Placement on Schedule** (Units and degrees must be from an accredited institution and verified by official transcripts.)

19.1.1 **Step Placement** — Certificated employees are placed on the appropriate step as determined by the following criteria:

a) Comparable certificated employees elsewhere may earn one step per year with maximum credit for six (6) steps.

b) Veterans with no prior experience at Chaffey College and non-instructional occupation in the service will receive one (1) step for each two (2) years of service.

c) Total credit for military service shall not exceed three (3) steps.

d) Years of practical experience related to the teaching field, not used for unit placement, may be used in step placement. Two (2) years of experience is equal to one (1) step with a maximum allowance of three (3) steps from this source.

e) Total credits for teaching elsewhere and for military service and practical experience shall not exceed six (6) steps.

19.1.2 Unit Credit (Limit: 75 semester units or 112.5 quarter units.)

a) All units earned before the bachelor's degree are classed as a bachelor's degree.

b) Upper division and graduate units earned after the bachelor's degree are counted in excess of that degree.

c) Military service courses can be applied for placement on the salary schedule if the work is acceptable for a bachelor's degree by an accredited institution of higher learning.

d) Unit credit may be given for work experience which is related to the subject field.

1. Units for work experience are allowed in any field related to the teaching assignment of the individual instructor, subject to acceptance by the administration.
2. Evaluation is made on the following basis:

One year (minimum of forty weeks at five (5) days per week and eight (8) hours per day) is equal to 7½ units.

Part-time experience may be granted up to four (4) units per year.

Credit for work experience may be given up to a maximum of 60 semester units.

19.2 Advancement on the Schedule

19.2.1 Step Advancement

a) Each instructor shall be granted one (1) step on the salary schedule for each year of service at Chaffey College until the maximum is reached.

b) Advancement to the next step requires two (2) or more quarters for a regularly employed instructor who is not on sabbatical.

c) Veterans who taught at Chaffey College prior to going into active service receive one (1) step for each year of service.

d) Veterans who taught in the service will receive one (1) step for each year of teaching while in service.

19.2.2 Unit Advancement

a) All academic units and degrees used for advancement on the salary schedule must be recognized by an accredited institution of higher education and be documented by an official transcript.

b) Instructors wishing credit for academic courses and summer work experience must have approval in advance from the Division Chairperson and the Vice President of Instructional Services in order to qualify for unit advancement. Staff members not in an instructional division need approval from the appropriate Vice President and the Superintendent/President.

c) Research, curriculum development, and special projects may be arranged with prior permission from the division or service unit and the appropriate Vice President, resulting in unit advancement.

d) All academic units and degrees and equivalents for summer work experience which are to be presented in order to qualify for unit advancement must be reported to the Personnel Office by June 15.

e) Units earned for lower division courses after the bachelor's degree may be used provided a request submitted prior to the work is approved. The Division Chairperson and the appropriate Vice President will judge such requests on the basis of applicability of the courses to the instructor's objectives and the assignment at Chaffey College. Credit for units earned subsequent to the bachelor's degree will not be given for courses which duplicate units previously earned.

f) Approval of summer work experience will be based upon the practical application of the work experience to the applicant's teaching endeavor in accordance with the following rules:

1. Each case must be evaluated on its own merits.
2. Work experience credit may be granted only if the work experience was of eight (8) weeks duration or more, with an average of forty (40) hours per week.
3. Summer teaching elsewhere can be used to earn summer work experience credit.

4. The recommendation of the Division Chairperson and the appropriate Vice President will determine the number of units granted. Limit: one (1) to five (5) quarter units.

5. After initial placement, credits granted for approved summer work experience will be limited to one-third (⅓) of the total units needed (not to exceed 25 semester or 37½ quarter units) and will be credited in the same manner as are those for academic units.

19.2.3 Professional Advancement

a) Regular status is granted after two (2) complete consecutive school years and the administration and the Governing Board are agreed that there is no reasonable cause to doubt the future effectiveness of the individual.

b) Honorary titles of Associate Professor and Professor are conferred by action of the Faculty Senate and the Superintendent/President of the College. Advancement from Assistant to Associate and Associate to full Professor may be recommended after eight (8) and fourteen (14) years, respectively.

ARTICLE XX
MAINTENANCE OF STANDARDS

20.1 Except as provided in this Agreement, Chaffey College Governing Board policies in effect and in use during the 1981-82 academic year which relate to wages, hours of employment, and other terms and conditions of employment within the scope of representation shall remain in effect during the term of this Agreement.

20.2 It is agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

20.3 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate with the District and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement.

APPENDIX I
1985-86 SALARY SCHEDULE

EFFECTIVE DECEMBER 1, 1983 UP TO JUNE 30, 1985
CHAFFEY COLLEGE
1983-84, 1984-85 & 1985-86
CERTIFICATED SALARY SCHEDULE
(INCLUDES 6.5% INCREASE APPROVED BY THE BOARD OF TRUSTEES MAY 19, 1982)

STEP		
1	$17,874.42	INCREMENTS BETWEEN STEPS = $869.58
2	18,744.00	
3	19,613.58	
4	20,483.18	
5	21,352.76	
6	22,222.35	
7	23,091.94	
8	23,961.52	STEP INCREMENT PLUS ANNIVERSARY INCREMENT OF $1,031.57
9	25,862.67	
10	26,732.27	
11	27,601.85	
12	28,471.44	

MA	$852.54
PhD	$2,156.91
UNIT VALUE	$71.61

ANNIVERSARY INCREMENTS:	AFTER 14 YEARS	$1,031.57*
	AFTER 17 YEARS	2,063.14*
	AFTER 20 YEARS	3,094.71*

*THIS IS A COMBINATION OF INITIAL STEP PLACEMENT AND YEARS AT CHAFFEY COLLEGE.

PM-3/24/83

COS

TEACHERS ASSOCIATION

(COSTA)

MASTER AGREEMENT

between

College of the Sequoias
Community College District
915 So. Mooney Boulevard
Visalia, California

and

College of The Sequoias
Teachers Association
(COSTA)

November, 1987
July 1, 1987 Through June 30, 1990

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ARTICLE I

Agréement and Recognition

1.1. The articles and provisions contained herein constitute a bilateral and binding agreement, hereafter referred to as the "agreement", by and between the College of the Sequoias Community College District, hereafter referred to as the "District", and the College of the Sequoias Teachers Association, hereafter referred to as the "Association", its agents or representatives.

1.2. This agreement is entered into pursuant to Chapter 10.7 Section 3540-3549 of the government code, hereafter referred to as the "act".

1.3. The Board recognizes the Association as the exclusive representative of all certificated full-time and certificated part-time employees of the district for the purpose of meeting and negotiating, excluding temporary, substitute, short-term and management employees.

1.4. This agreement shall remain in full force and effect from date of ratification to June 30, 1990.

RATIFIED BY COSTA, NOVEMBER 10, 1987

RATIFIED BY BOARD OF TRUSTEES, NOVEMBER 16, 1987

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ARTICLE II

Definitions

2.1. Academic year: School year.

2.2. Management: The college President/Superintendent, the Vice Presidents, Deans and Associate Deans.

If more than fifty percent (50%) of the job duties performed by any of the following classifications are confidential, management or supervisory as provided in the Educational Employment Relations Act (SB 160), said classification will be removed from the bargaining unit no later than 1 July 1988.

Director of Athletics
Director of Criminal Justice
Director of Enabler Services
Director of EOP & S
Director of Nursing

On or before 1 January 1988, a decision will be made by management as to the status of each of the above indicated positions. If COSTA disagrees with the placement of one or more of such positions by management, COSTA reserves the option of petitioning PERB for a unit modification.

Those classifications remaining in the bargaining unit shall continue to have the terms and conditions of their employment established by this agreement.

2.3. Faculty: All certificated employees covered by the terms of this agreement.

2.4. Negotiable item: Negotiable items are those defined in Government Code section 3543.2.

2.5. Negotiate in good faith: Meeting and negotiating means meeting, conferring, negotiating and discussing by the exclusive representative and the District in a good faith effort to reach agreement on matters within the scope of representation.

2.6. Office hour: a 50 minute period scheduled by an instructor for the purpose of conferring with, meeting with and helping students.

2.7. Division Chairperson: A member of the bargaining unit who is an elected representative of a division of the College of the Sequoias.

ARTICLE III

Negotiation Procedure

3.1. No later than May 15, 1990, the district will meet and negotiate in good faith with the association on negotiable items. Any agreement reached between the parties will be reduced to writing in the form of a tentative agreement. Said tentative agreement will then be brought to ratification and if such occurs, signed by the representative(s) of each party.

3.2. Ratification of the tentative agreement will be as follows:

3.2.1 By the association within ten (10) days of the signing of the tentative agreement either at the next regularly scheduled meeting or one called for the purpose of ratification, whichever occurs first.

3.2.2 By the College of the Sequoias Board of Trustees at the next regularly scheduled board meeting, after ratification by the Association, or one called for that purpose.

3.3. Within forty five (45) days of ratification of the Agreement by both parties the District will duplicate and distribute a copy to each bargaining unit member.

ARTICLE IV

Maintenance / Application of Standards

4.1. Administration and/or the Board will not reduce or eliminate any benefits or professional advantages which are enjoyed by faculty as of the effective date of this agreement unless otherwise provided by the terms of this agreement.

4.2. This Agreement shall supersede any-rules, regulations, policies or practices of the Board or Administration which are or may in the future be contrary to or inconsistent with its terms.

4.3. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE V

Savings

5.1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

5.2. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

ARTICLE VI

Statutory Changes

6.1. If the state or federal legislature passes legislation which mandates the improvement of a faculty benefit contained in this agreement, the contract will be amended to reflect that improvement.

6.2. If the state or federal legislature passes legislation which mandates the reduction of a faculty benefit contained in this agreement, the Association and the District will commence the negotiation process within ten (10) days of the effective date of the passage of the legislation to negotiate modification of the contract provision effected by the legislation, and consistent with the limits of the new legislation.

ARTICLE VII

Hiring Procedure

7.1. Faculty selection

The hiring of full-time, evening, summer school and part-time faculty will follow the guidelines agreed upon by the College of the Sequoias Academic Senate, Management and Board of Trustees.

7.2. Selection of Superintendent/President

When a vacancy occurs, a member of COSTA and a member of the Academic Senate will be included in the selection committee for the replacement of the Superintendent/President, if a committee is established by the Board.

7.3. Recruitment and selection: administrative positions other than Superintendent/President

7.3.1 When a vacancy occurs, announcements will be distributed to appropriate placement offices and agencies, including other institutions. The closing date for receiving applications (including confidential files) will be determined by the Superintendent/President.

7.3.2 Applications will be screened by the Superintendent/President, the immediate supervisor for the position, and two faculty members, one selected by the Academic Senate and one selected by the College of the Sequoias Teachers Association Executive Board.

7.3.3 Finalists will be interviewed by an Interview Committee comprised of the Superintendent/President and/or his designee, the immediate supervisor for the position, the two faculty members designated in 3.2 above and one student selected by the Associated Student Body Executive Board.

7.3.4 The Interview Committee will submit, in rank order, the names of three final candidates to the Superintendent/President for recommendation to the Board.

7.3.5 The Board will interview and select the person to be employed.

ARTICLE VIII

Workload

8.1. The faculty work year for the 1987 - 1988, 1988 - 1989 and 1989 - 1990 academic years will consist of the following:

8.1.1 175 days of class meetings

8.1.2 One non-instructional day will coincide with Giant Expo. On this day, faculty members will participate in a campus-wide recruitment and information dispensing effort with high school juniors and seniors and their parents.

8.1.3 One required afternoon or evening meeting will immediately precede the beginning of each semester. These meetings will include a "state of the college" address, data and information and will afford an opportunity for departments and divisions to meet to plan for the coming semester.

8.2. Faculty bargaining unit members shall work a traditional workload, which is defined as 15 lecture hours per week or equivalent. Any modifications to traditional workloads shall be made only upon the recommendation of the division chairperson and the approval of management.

8.2.1 The traditional workload for certificated support personnel shall be defined as 35 hours per week according to a schedule approved by the supervisor/management employee.

8.3. Provisions with regard to workload and teaching overloads apply to full-time faculty members only and are not applicable to part-time faculty members.

8.4. Any faculty member, with the permission of their division chairperson and the Vice President of Instruction, may accept teaching overloads in the day class schedule of no more than .20 of a regular full-time teaching assignment in a semester for no additional compensation. A record of such teaching overloads will be maintained in the Office of Instruction. Instructors with accumulated teaching overload time may draw upon such time in future semesters in order to teach less than a full assignment or earn one semester of leave while receiving full salary. Unpaid overload teaching time can accumulate to a maximum of 1.00 of one semester's full-time teaching assignment. Non-instructional faculty members are also eligible for accepting overload time of no more than .20 of a full-time load. No more than fifteen (15) percent of the faculty may accumulate overload time during any one semester and no more than fifteen (15) percent of the faculty may draw overload time during any one semester.

ARTICLE IX

Salaries

The following guidelines shall apply to certificated faculty salaries for the 1987-88, 1988-89 and 1989-90 academic years.

9.1. Salary schedule adjustments

9.1.1 For the 1987-88 academic year, the salary schedule for full time and part-time faculty will be increased by 5.2% from that of the revised 1986-87 salary matrix, retroactive to 1st July 1987.

9.1.2 For the 1988-89 academic year, the salary schedule for full time and part-time faculty will be increased by 5.3% from that of the 1987-88 salary matrix, effective 1st July 1988.

9.1.3 For the 1989-90 academic year, the salary schedule for full time and part-time faculty will be increased by 5.5% from that of the 1988 - 1989 salary matrix, effective 1st July 1989.

9.1.4 A step 18 is to be added to the salary matrix beginning with the 1987-88 academic year. An additional Step 22 will be added to the salary matrix beginning the 1989-90 academic year.

9.1.4.1 Compensation shall be $1000 yearly per step and paid monthly. Steps 18 and 22 shall be compensated at $1,000 each and paid on a prorated basis -- i.e. $100 per month (tenthly basis).

9.1.4.2 Compensation for faculty qualifying for Step 18 will be retroactive to the 1st of July, 1987. In order to become eligible for placement at Step 18, certificated faculty must have received compensation at Step 14 for a period of not less than four (4) years.

9.1.4.3 Compensation for faculty qualifying for Step 22 will become effective the 1st of July, 1989. In order to become eligible for placement at Step 22 for 1989-90, certificated faculty must have receivedcompensation at Steps 14 and 18 for a period of not less than eight (8) years.

9.1.5 Summer school compensation will be determined by the formula to determine compensation for summer school instruction that was in effect prior to the 1983 - 1984 academic school year.

9.2. Certificated salary policy

9.2.1 Salary schedule

* Class I	Bachelor's degree, or special secondary credential, or a vocational credential (partial fulfillment).
Class II	Bachelor's degree plus 30 semester units, or general secondary credential, or a permanent vocational credential.
Class III	Master's degree, or bachelor's degree plus 45 semester units, or a vocational credential plus A.A.
Class IV	Master's degree and 60 semester units beyond the bachelor's degree or a vocational credential plus B.A. or V.B.E.
** Class V	Master's degree and 75 semester units beyond the bachelor's degree or a vocational credential plus M.A. or M.V.E.

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*Only those collegiate units may be counted which were taken subsequent to the awarding of the bachelor's degree or equivalent.

**Must have a master's degree for placement in Class V.

Faculty members with earned doctorates shall receive an annual stipend of $1,800.

Newly hired faculty will be given full credit for past teaching experience, not to exceed a maximum of five (5) years.

Initial placement on the salary schedule on the basis of occupational experience shall be limited to those teaching in occupational areas and shall follow a general rule of two (2) for one (1), not to exceed five (5) years.

9.2.2 Salary schedule placement

9.2.2.1 Each faculty member will be placed on the salary schedule at the class and step for which he/she is qualified based on education and experience.

9.2.2.2 Units taken by faculty for salary credit must have prior approval by the Committee for Consideration of Credit, composed of four members: two from management and two from faculty, appointed by the COSTA Executive Board.

9.2.2.3 Work experience for salary credit must have prior approval by the Committee for Consideration of Credit. The application will be evaluated on the basis of whether this is a new experience for the individual and will directly contribute to the improvement of his/her teaching. A maximum of one unit of credit will be allowed for each 80 hours of work experience with a maximum of three units per year. A maximum of nine units will be allowed for salary credit.

9.2.2.4 Units to be counted for advancement must be completed before the opening day of instruction of the fall semester. Before June of the upcoming academic year, instructors must notify the administration of their work in progress or work to be completed in the summer in order to be placed on a higher column for the academic year.

9.2.2.5 An individual who qualifies to move to a higher class on the salary schedule will move vertically as well as horizontally on the schedule.

9.2.3 Extra compensation and/or reassigned time will be given for the following:

9.2.3.1 A $500 stipend for any faculty member who is required by the Superintendent/ President to work with students three or more weekends per year.

9.2.3.2 A $2000 stipend and forty (40) percent reassigned time for division chairs.

9.2.3.3 A $2000 stipend and twenty seven (27) percent reassigned time for the Student Activity Advisor.

9.2.3.4 Twenty (20) percent reassigned time for the COSTA President with costs being split equally between the District and the Association.

9.2.3.5 Twenty (20) percent reassigned time for the President of the Academic Senate.

9.2.3.6 Twenty (20) percent reassigned time for the Chair of the Curriculum Committee.

9.2.3.7 Twenty (20) percent reassigned time each for the Head Football and Head men's Basketball Coach.

9.2.4 Salaries for coaches and activity directors who are not members of the faculty will be as follows:

9.2.4.1 Salaries for head football and basketball coaches who are not faculty members will be negotiated by management.

9.2.4.2 Salaries for all other head coaches and activity directors who are not members of the faculty will be negotiated, not to exceed $4,000 per activity or sport.

9.2.4.3 Salaries for assistant coaches other than football coaches will not exceed $1,500 per sport, and the assigned coaching responsibility will be in addition to the regular teaching responsibility.

9.2.5 Compensation for coaches that are full-time, certificated instructors shall be in the form of ten (10) hours per week for the sport plus the stipend referenced in Article IX Section 2.3.1 above.

ARTICLE X

Employee Benefits

10.1. The District will provide for all full-time and part-time (fifty (50) percent and above) faculty as primary subscribers and the eligible dependents, a benefit plan equivalent to or better than the 1986-87 plan. The plan will include the following paid coverages: a major benefits health plan with medical, dental, vision, an annual physical examination for the primary subscriber, and a $50,000 level term life insurance policy for the primary subscriber. The plan may be recommended by the Association with final choice made by the District.

10.2. Faculty members who are absent because of illness, injury or disability and who have exhausted their accumulated paid leave will continue to receive full insurance coverage to be paid by the District for a period not to exceed twelve (12) months following exhaustion of said leave.

10.3. The District will pay the cost of a major benefits plan with medical, dental and vision for retiring faculty members and eligible dependent(s) after July 1, 1987 according to the following qualifications:

10.3.1 To qualify for this coverage, the faculty member must be eligible under the State Teachers Retirement System. Also, both the faculty member and eligible dependent(s) must enroll in Medicare Part "A" if qualified through Social Security eligibility. Additionally, the faculty member and eligible dependent(s) must enroll in Medicare Part "B" upon becoming eligible. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964.

10.3.2 Faculty with a minimum of twenty (20) years' full-time equivalency at the College of the Sequoias and who are eligible under the State Teachers Retirement System, will receive the benefits until age 65. For retirees 65 years of age and older, the District will pay a maximum of $1500 of the retiree's premium. Retirees will pay any premium increase over the above amount.

10.3.3 Faculty with ten (10) years' but less than twenty (20) years' full-time equivalency at the College of the Sequoias and who are eligible under the State Teachers Retirement System will receive the benefits until they reach the age of 65. After reaching age 65, the employee and eligible dependent(s) may retain the benefit by paying the total premium cost to the College of the Sequoias business office.

10.3.4 Benefits for a retiree will not be less than the District plan for employed faculty unless agreed to in writing by the retiree.

10.3.5 An eligible dependent is defined as one meeting the eligibility requirements of the insurance carrier. If a retiree receiving either of the above benefits should pre-decease an eligible dependent(s), that (those) dependent(s) shall have the option of transferring to the available standard conversion plan as specified by the insurance carriers policy.

10.3.6 Retirees will be notified by certified mail when changes are contemplated which affect their status.

10.4. Faculty members on board-approved leaves of absence without pay may, at their option, contribute their full monthly premiums through the district business office, thereby continuing group insurance rates and coverage.

10.5. If a tenured faculty member is laid off because of reduction in service or financial necessity, the District will pay the cost of benefits provided for in Section 1 of this Article for a period of twelve (12) months or until full-time employment is obtained.

ARTICLE XI

Working Conditions and Facilities

11.1. To the extent that existing facilities allow, all classes shall be assigned to rooms, laboratories, and activity areas that can properly accommodate them and which are appropriately heated or cooled, lighted, ventilated, equipped and maintained. The same shall apply to faculty members' offices.

11.2. Building priorities shall be recommended, according to documented needs, by the Building and Facilities Committee. The appropriate administrator, having the necessary experience and expertise, will investigate the project in detail, then work with the chairperson and faculty of the division or program to plan the building or modification of the facility.

11.3. When a faculty member's office becomes vacant, an assignment will be made by the appropriate vice president on the basis of campus needs. If the vacancy is assigned to an appropriate division/department, an announcement will be made to that division/department, and those faculty members can request the use of the office. In the event there is more than one request, the faculty member with the highest seniority will be granted the use of the office.

11.4. If there is a reduction in the course offerings by department due to decreasing enrollment and/or financial constraints, the departments will use their traditional methods for assigning courses to instructors during the initial preparation of the master class schedule. The right to have a full load of classes composed only of day classes will be based on seniority. Lowest seniority members who schedules cannot be filled because of an insufficient number of classes, will fill their schedules with night classes or other classes for which they are qualified. This does not preclude the senior faculty members from choosing to teach night courses to complete their schedules.

11.5. The method for assigning courses to instructors involves the following procedure:

11.5.1 Division chairpersons will meet with all faculty in the individual departments and course assignments will be made using a combination of seniority, frequency in teaching the course, faculty availability and student needs.

11.5.2 Department faculty course assignments become finalized by the Vice President of Instruction following discussions wherein the division chairperson shall present his/her Division/ Department recommendations.

11.5.3 The final faculty course assigments are recommended to the Superintendent/President for approval.

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ARTICLE XII

Leaves

12.1. Sick leave--Every faculty member will accrue one day of paid sick leave each month of employment.

12.1.1 The District will provide each faculty member with a written statement of (1) the accrued sick leave total and (2) his/her sick leave entitlement for the year. Such statement shall be provided no later than the end of each academic year.

12.2. Jury duty--A leave of absence without loss of salary or benefits shall be granted a faculty member who is officially called for jury duty.

12.3. Sabbatical leave--Sections 87767 and 87768 of the Education Code are incorporated into this agreement, except as supplemented below:

12.3.1 The number of faculty on leave during any one time shall be limited to three (3) percent of the total full-time faculty employed by the Board. The sabbatical leave applications shall be reviewed by the Committee for the Improvement of Instruction. This committee will follow the established procedure for recommendations of applicants to the Board.

12.3.2 Applicants may apply for one of four types of sabbatical leaves. They are (1) work toward a higher degree; (2) study, research, or a combination of these; (3) curriculum planning; and (4) travel.

12.3.3 A faculty member who is on a full-year sabbatical leave will be paid three-fourths' salary by the District. A faculty member who is on a half-year sabbatical leave will be paid full salary by the District. There will be no reduction in employee benefits during the term of a faculty member's sabbatical leave.

12.3.4 The recommendation on the manner in which a sabbatical leave is to be replaced will be jointly determined by that faculty member's Division and the appropriate Vice President. This recommendation will be forwarded to the Board of Trustees through the Superintendent/President. In the event that the Division and the appropriate Vice President cannot reach an agreement in the manner of sabbatical leave replacement, such will be determined by the Superintendent/President. The recommendation of the Superintendent/President will be made only after a joint meeting about the replacement of a sabbatical leave recipient with the appropriate Division Chair and Vice President. The recommendation of the Superintendent/President will then be forwarded to the Board of Trustees.

12.4. Personal necessity leave -- a faculty member who has sufficient sick leave credit may be granted a personal necessity leave as prescribed by the education code (a maximum of six (6) days per year). Prior approval will be obtained in advance from the appropriate vice-president if circumstances permit. Personal necessity leave is deducted from sick leave.

12.5. Personal necessity leave -- Two days of personal necessity leave may be used as personal business leave. Approval will be obtained in advance from the appropriate Vice President, if circumstances permit, for one of such days. Notice will be given a week in advance for each of both days, if possible.

12.6. Unpaid leave of absence--Requests for unpaid leave of absence must be made through the appropriate division chairperson and approved by Administration and the Board.

ARTICLE XIII

Retirement

13.1. All school employees will retire as prescribed by state law.

13.2. The State Teachers Retirement System (STRS) provides that faculty members may, under specified conditions, accrue full-time retirement benefits while teaching part-time. Under such an arrangement both the District and the faculty member will make contributions to the State Teachers Retirement System at the rates required to accrue full retirement benefits for the faculty member working part-time. Prior approval from the Board must be obtained by persons who wish to participate in the program.

13.2.1 Faculty members may apply to earn full-credited service for part-time teaching with the following provisions:

13.2.1.1 They must be at least 55 years old.

13.2.1.2 They must have taught in California public schools for at least ten (10) years.

13.2.1.3 They must have been employed on a full-time basis during the preceding five (5) years.

13.2.1.4 They must teach at least half-time while the arrangement is in effect.

13.2.2 Following approval by the Board, the arrangement may continue for a period not to exceed five (5) years.

13:2.3 Requests to participate in this arrangement must be submitted to the office of the Superintendent/President no later than January 1 of the academic year preceding that in which part-time service is to begin. Requests will be evaluated on the basis of the following criteria:

13.2.3.1 It must be feasible to meet the college's educational goals with part-time rather than full-time employees.

13.2.3.2 Current enrollment trends and their effects on staffing needs in subjects taught by the applicants must be considered.

13.2.3.3 There must be qualified instructors available to augment the faculty if needed as the result of a change from full-time to part-time status.

13.3. The District will purchase an annuity through a broker for retirees under the following terms:

13.3.1 For the fiscal year 1987-88, employees age 55 and over choosing retirement under STRS shall be eligible for this benefit.

13.3.2 For fiscal years 1988-89 and 1989-90, employees age 59 through 61 choosing retirement under STRS shall be eligible for this benefit.

13.3.3 The annuity for retirees shall terminate for those employees retiring after 30 June 1990.

13.3.4 The benefit shall equal a monthly income of $250 for life with a yearly COLA of 2%.

ARTICLE XIV

Travel

14.1. School trips which have received prior Administration sanction will be approved if proper supervision and liability protection are provided. Supervision and liability protection are to be cleared with the County Counsel and the insurance carrier. When private cars are used in transporting participants in school activities, the drivers must have proper liability insurance and must possess a valid California driver's license.

14.2. The following procedure will be used to secure administrative approval for transportation:

14.2.1 Check on the availability of vehicles with the director of transportation.

14.2.2 Submit transportation requests in triplicate (form available in main office) two weeks in advance of date needed.

14.3. Included in the school transportation policy are the following provisions:

14.3.1 The use of three vehicles on special occasions can be effected only by special arrangements with the director of transportation.

14.3.2 The director of transportation may cancel bus reservations for extra-curricular and/or athletic use in the last minute if passengers do not exceed twenty-five (25).

14.3.3 Long distance field trips requiring the use of a bus by a specific group will be limited to one per semester.

14.4. Approval of travel expenses is limited to trips which will not require absence from the campus of more than three (3) school days. Expenses will be authorized for the following:

14.4.1 To transact business of the district

14.4.2 To attend educational and professional meetings, and

14.4.3 To attend meetings related to legislative matters important to the college.

ARTICLE XV

Conferences, Conventions and Functions

15.1. Each contract faculty member will be eligible to attend two (2) academic conferences per year. Conference limits, guidelines and application criteria will be uniformly and jointly determined by division chairs.

For the 1987-88, 1988-89 and 1989-90 academic years, the District will budget $30,000 annually for conference attendance by faculty. Any conference monies remaining at the end of the academic year will be added to the conference money of the following year's budget for an 85%/15% distribution. The cumulative total of such account will not exceed $40,000 in any one year. Eighty five percent (85%) of the conference account will be distributed to divisions based on the number of regular full-time contract faculty. Fifteen percent (15%) of the conference account will be available, at large, to faculty members for conference attendance. Said monies will be available to a faculty member as per the provisions established jointly and uniformly by division chairs.

Each faculty member will file, through their division chair, a summary of the conference or workshop they attended. The division chair and the vice president will approve, at that time, the expenditures made for the faculty member and forward the report to the Institutional Research office. The Director of Institutional Research will become the depositary for summaries that are obtained from faculty members. The office of Institutional Research will put summaries on computer file. A bibliography of these summaries will be distributed each semester to faculty.

15.2. The Association President and any faculty member holding an appointed or elected office of The California Teachers Association/National Education Association will be allowed, without loss of pay, to attend necessary meetings.

15.3. The classes of an absent faculty member will be covered by other faculty members if possible; otherwise, a substitute will be hired.

15.4. No expenses will be paid by the District to a faculty member who attends a meeting and receives college credit or advancement on the salary schedule.

15.5. Expense vouchers will be submitted, with receipts for all expenditures, as soon as possible after returning to the campus. These vouchers will be submitted to the Business Office. Any person requesting reimbursement for mileage when students have been transported must state on the trip voucher the name of his/her insurance policy or the voucher cannot be honored.

15.6. Use of private vehicles will be authorized in advance only by the Superintendent/President when district vehicles are not available. Reimbursement for such use will be consistent with the amount allowed by IRS regulations, and will not be charged against the conference allocation.

15.7. Faculty will be reimbursed for the use of public conveyances, when authorized in advance by the Superintendent/President.

15.8. Should the District require a club advisor's attendance at a conference, convention or function with students, reasonable reimbursement of costs will be made in accordance with the following:

15.8.1 Attendance must be required by the Superintendent/President;

15.8.2 The student group must seek to raise monies to cover costs prior to utilization of funds available under this Article;

15.8.3 The student advisor will process/obtain required attendance prior to involvement of student group in sponsored activity;

15.8.4 Reasonable reimbursement costs will be determined by the Superintendent/President's designee and such costs will be not be charged against the conference allocation.

ARTICLE XVI

Use of College Buildings, Grounds and Equipment

16.1. District buildings, grounds, and equipment are provided primarily for instructional purposes. Non-instructional use will be authorized only when it does not interfere with instructional use. Priority for use of district facilities will be as follows: (1) for college instructional use or admissions testing, (2) for other college activities, and (3) for non-district or non-college use as authorized.

16.2. The Board may reject, at any time, an application for use of the college facilities from any organization presenting activities not in the best interest of the college and community which could be deemed immoral or offensive to the common good.

ARTICLE XVII

Grievance Procedures

17.1. Definitions

17.1.1 A "grievance" is a claim by an aggrieved person that there has been a violation, misapplication or misinterpretation of any of the provisions of this Agreement or of any law, Board policy, regulation or practice.

17.1.2 An "aggrieved person" is the person or persons, including the Association or representatives thereof, making the claim.

17.1.3 A "party of interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

17.2. Purpose

17.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of faculty members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

17.2.2 Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

17.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

17.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this Grievance Procedure by the end of the academic year and, if left unresolved until the beginning of the following academic year, could result in harm to an aggrieved person, the time may be completed prior to the end of the academic year, or as soon thereafter as may be agreeable to the Association and Administration.

17.3. Procedure

17.3.1 Level One: An aggrieved person will first discuss the grievance with his/her immediate supervisor, either directly or through the Association's Grievance Committee, with the objective of resolving the matter informally. Such discussion will take place within thirty (30) days from the time the aggrieved person knew or should have known of the event or condition which gave rise to the complaint.

17.3.2 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, and upon consultation with the Grievance Committee, the faculty member may file the grievance in writing simultaneously with the Grievance Committee and the Superintendent/President of the College or his/her designee(s) within ten (10) days following the informal discussion provided at Level One.

17.3.3 Within ten (10) days after receipt of the written grievance by the Superintendent/President of the College or his designee(s), the President of the College or his designee(s) will meet with the aggrieved person and a representative of the Grievance Committee in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the College Superintendent/President or his designee(s) shall be presented to the grievant in writing within seven (7) days following the meeting at Level Two.

17.3.4 Level Three: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no written decision has been rendered within seven (7) days following the Level Two meeting with the Superintendent/President of the College or his designee(s), the aggrieved person may, within ten (10) days, request in writing that the Grievance Committee submit the grievance to arbitration.

The Association, by written notice to the Superintendent/President within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after the arbitrator has had an opportunity to hear the merits of the grievance.

17.3.5 The Grievance Committee may initiate a grievance which affects faculty in more than one division or department at Level Two.

17.3.6 Submission to arbitration shall be made to the State Mediation and Conciliation Service in the selection of an arbitrator and the arbitrator shall proceed under the voluntary labor arbitration rules of that association.

17.3.7 The arbitrator's decision will be in writing and will set forth all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award financial reimbursement or other remedies judged to be proper. The decision of the arbitrator will be submitted to the Board, the Superintendent/President, and the Association; it will be final and binding upon the parties to this Agreement.

17.3.8 All costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne equally by the College District and the Association or the College District and the aggrieved person if the aggrieved person is not a member of the Association.

17.4. Rights of faculty members to representation

17.4.1 No reprisals of any kind will be taken by the Board, the Superintendent/President, or by any member or representative of the Administration of the College, against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

17.4.2 A faculty member may be represented at all stages of the Grievance Procedure by himself/herself or, optionally, by a representative selected by the Association. If a faculty member is not represented by the Association or its representative, the Association shall have the right to be present and/or state its views at any one stage of the procedure; the Association shall retain the right to do so at any or all subsequent stages of the Grievance Procedure.

17.5. Miscellaneous

17.5.1 If a grievance arises from action or inaction by the Board, or on the part of a member of the Administration, the aggrieved person shall submit such grievance in writing to the Superintendent/ President, the President of the Board, and the Grievance Committee. The processing of such grievance will be commenced at Level Two, with one member of the Board required to be present during the proceedings.

17.5.2 Decisions rendered at Level Two of the Grievance Procedure will be in writing, setting forth the decision and the reason therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the day following receipt of a written decision by the parties in interest.

17.5.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the teaching day, he/she will, upon notice to the appropriate Division Chair, be released without loss of pay in order to permit participation in the foregoing activities. Any faculty member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same rights.

17.5.4 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

17.5.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other documents will be prepared jointly by the Superintendent/President or his designee, and the Grievance Committee and given appropriate distribution by the Association to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne equally by the Board and the Association or Board and aggrieved person if the aggrieved person is not a member of the Association.

ARTICLE XVIII

Miscellaneous

18.1. Any contract between the District and an individual unit member shall be consistent with the terms and conditions of this Agreement.

18.2. Full-time faculty members will schedule either class hours or office hours five (5) days per week scheduled each day. Office hours shall equal five (5) per week. Any deviation in this policy shall be approved by the appropriate division chair and the Office of Instruction.

18.3. Each division chair will be elected for a three (3) year term. Election will be by majority vote of members of the respective division and ratified by the Board of Trustees.

18.4. When classes of an absent bargaining unit member are covered by a qualified division member, the absence will not be charged against the absent member's sick leave. However, in order to qualify for this benefit (1) the absence must be of short term (one day); and (2) the member selected must be considered qualified by the Office of Instruction.

ARTICLE XVIX

Term of Contract

This Agreement shall become effective November 17, 1987, and will continue in effect to and including June 30, 1990.

If by June 30, 1990 a successor to this Agreement has not been executed, then this Agreement shall continue to remain in full force and effect until a successor Agreement is duly executed.

The preceding Agreement has been accepted by the College of the Sequoias Community College District Administration, its Board of Trustees, and the College of Sequoias Teachers' Association.

For the District:

Lee Lockhart
President of the Board

Lincoln H. Hall

Lincoln H. Hall
Superintendent/President

Michael Flaherty
Acting Superintendent/President

For COSTA:

Wayne H. Preston

Wayne H. Preston
Chairperson, COSTA
Negotiating Committee

Richard A. Conley

Richard A. Conley
President, COSTA

APPENDIX A

CERTIFICATED SALARY SCHEDULE
1987-88 ACADEMIC YEAR

(effective July 1, 1987)

STEPS	Class I	Class II	Class III	Class IV	Class V
0	24,606	26,342	28,015	29,740	31,476
1	25,669	27,226	28,962	30,803	32,475
2	26,447	28,236	30,024	31,865	33,590
3	27,510	29,246	31,139	32,928	34,705
4	28,404	30,361	32,202	33,927	35,873
5	29,467	31,255	33,149	35,095	36,936
6	30,361	32,254	34,211	35,999	37,893
7	31,255	33,201	35,158	37,062	39,061
8	32,254	34,211	36,052	38,282	40,176
9	33,201	35,274	37,115	39,166	41,070
10	34,211	36,273	38,282	40,292	42,185
11	35,158	37,115	39,292	41,291	43,248
12	36,052	38,282	40,292	42,301	44,363
13	37,062	39,166	41,238	43,363	45,646
14	38,051	40,292	42,301	44,415	46,593
18	39,051	41,292	43,301	45,415	47,593

PART-TIME FACULTY SALARY SCHEDULE
1987-88 ACADEMIC YEAR

Lecture Classes

	less than Bachelor's	BA or BS	MA and above (MD, DDS, LLD)
First year	23.90	24.85	25.85
Second year	24.35	25.35	26.35
Third year	24.85	25.85	26.85

Laboratory Classes
(also Crafts, Physical Fitness, etc.)

First year	22.45	23.35	24.30
Second year	22.90	23.80	24.80
Third year	23.35	24.30	25.30

Adopted by Board of Trustees: November 1987

AGREEMENT

001197

between

EL CAMINO COMMUNITY COLLEGE DISTRICT

and

EL CAMINO COLLEGE FEDERATION
OF TEACHERS, LOCAL 1388, AFT, AFL-CIO

2 yr

January 1, 1987 - December 31,1989

EL CAMINO COLLEGE
16007 CRENSHAW BLVD
TORRANCE CA 90506

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AGREEMENT

THIS AGREEMENT made and entered into this 9th day of March, 1987, by and between EL CAMINO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District", and EL CAMINO COLLEGE FEDERATION OF TEACHERS, LOCAL 1388, AFT, AFL-CIO, hereinafter referred to as the "Federation":

WITNESSETH:

ARTICLE I

Recognition

Pursuant to the certification of the Educational Employment Relations Board of the State of California, dated November 4, 1976, in docket number LA-R-35, the District recognizes the Federation as the exclusive representative of all certificated Instructors, Counselors, Librarians, Nurses, and Faculty Coordinators hereinafter referred to as "Faculty Members". Excluded are all other employees of the District including management employees, temporary substitute employees, physicians and all employees holding positions not requiring certification qualifications.

ARTICLE II

Rights of the District

Section 1. Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

(a) The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent-President and to such other officials, persons, divisions, departments, and committees as it shall from time to time determine;

(b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income, (ii) all investment policies and practices, and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process (subject to Article XXI, Section 5, respecting budget requests), accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;

(c) The right to acquire, administer and dispose of all District property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery and other improvements;

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance and repair services;

(e) The right to determine the utilization of personnel including

(1) the determination of the number of Faculty Member positions,

(2) the selection and utilization of personnel not covered by this Agreement,

(3) the determination of the use of certificated management personnel to perform teaching and other work that is also performed by Faculty Members covered by this Agreement,

(4) the selection of Faculty Members subject to the provisions of Article IV, Section 5,

(5) the determination of the assignment or reassignment, subject to the provisions of the

Education Code, and, in cases where such reassignment results in the layoff of a full-time Faculty Member, subject to the competency criteria as specified in Article VI, Section 3, of certificated management employees of the District to positions covered by this Agreement;

(f) The right to make final determinations upon all matters relating to the instructional program of the College, subject to the referral of certain specific matters to joint District-Federation Committees or to the Academic Senate or the General Curriculum Committee or the procedures for textbook selection as otherwise provided by this Agreement, and the right to determine all matters related to student personnel services;

(g) The right to make final determinations regarding the assignment of Faculty Members to work schedules, functions and activities, and the right to determine the assignment of Faculty Members to courses to be taught, classrooms, laboratories and other facilities and equipment, and offices, subject to Articles VIII and X and Appendix A of this Agreement;

(h) The right to adopt reasonable rules and regulations, including rules and regulations related to safety and security matters;

(i) The right to determine the requirements for, and to manage and control District facilities, such as the cafeteria and other food service centers and the bookstore.

Section 2. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

ARTICLE III

Rights of the Federation

Section 1. Payroll Deduction(s).

The District will deduct from the pay of Faculty Members covered by this Agreement the following deductions: CFT Life Insurance, CFT Federal Credit Union and Dues of Faculty Members who are members of the Federation upon receiving the Faculty Member's voluntary and written authorization for the District to make such deduction(s). Such authorization shall be voluntary and revocable by the Faculty Member. The District will pay over to the Federation the amount(s) so withheld, which amount(s) shall be reported to and paid to the Federation on a monthly basis. The Federation shall provide sufficient advance notice to members authorizing deduction(s) of any increase to allow the member to revoke the written authorization, if desired. The Federation will give the District at least forty-five (45) days advance notice of any change in the amount of the monthly deduction(s) and shall provide to the District a copy of the notification to affected members. No authorization deduction or revocation will be effective until it has been on file with the District for at least thirty (30) days. The Federation agrees to reimburse the District for any deduction(s) withheld and paid to the Federation by mistake. If the District fails to comply with the deduction(s) of a Faculty Member who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed three (3) months' dues.

Section 2. Meeting Rooms.

The Federation shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with the representation rights at this District, provided that such use shall not interfere with nor interrupt normal District operations, nor shall cause after hour increased maintenance costs to the District, and that arrangement for such use shall be made in accordance with established procedures. Use of the facilities that involves after hour increased maintenance costs shall be paid for by the Federation.

Section 3. Federation Representatives.

Duly authorized representatives of the Federation who are not Faculty Members shall be permitted to transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District.

Section 4. Communication Facilities.

The Federation shall have the right to use designated faculty bulletin boards for posting notices of its activities, and shall have the right to list meetings in the weekly Calendar and the right to use faculty mailboxes for communications with Faculty Members. The exercise of these rights is subject to generally applicable District regulations. Any notice posted pursuant to this Section shall be signed and dated by an appropriate officer of the Federation who is authorized by the Federation to make such posting, and a copy shall be filed with the Vice President - Student and Personnel Services. The Federation shall keep on file with the Vice President - Student and Personnel Services a list of those officers so authorized. Any Federation material distributed through the intra-campus mail system shall clearly indicate the Federation as the distributor of the material.

Section 5. Copies of the Agreement.

The District will, at its expense, print or arrange for the printing, or similar type of reproduction, copies of this Agreement in booklet form and will distribute a copy to each Faculty Member then employed and will distribute a copy to each newly hired Faculty Member and will provide the Federation with thirty (30) copies for its purposes.

Section 6. Board Minutes and Agenda.

The District will furnish the Federation with copies of the minutes of Board meetings and with copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature, and will provide a copy of such material at a designated location in the College library.

Section 7. Personnel Roster.

The District will furnish the Federation, as soon as feasible after the execution of this Agreement, with an up-to-date listing of the names, mailing addresses and division locations of all Faculty Members. The District will also provide home telephone numbers except for those Faculty Members who request exclusion. As soon as feasible after the beginning of each subsequent semester the District will provide the Federation with changes to the list.

Section 8. Policy Book.

The District shall provide the Federation with a complete policy book and shall supplement it with copies of additions, deletions or amendments as soon after their adoption as possible.

Section 9. Documents.

Upon written request of the Federation, the District shall provide the Federation with copies of any documents that are a matter of public record and provided further that these materials are not confidential. The Federation will bear the expense of duplicating any such materials.

Section 10. Reduced Load.

Upon the written request of the Federation, at least six (6) weeks in advance of the beginning of any semester, the District shall grant a reduction in load to no more than two (2) Faculty Members designated by the Federation. Such reduction in load for each such Faculty Member shall not exceed a fifty percent (50%) reduction for one (1) semester, or two (2) twenty-five percent (25%) reductions for one (1) academic year for such Faculty Member. Such reduced load privilege is for the purpose of facilitating the Federation's negotiating with the District or the processing of grievances with the District. The salary of any such Faculty Member shall be reduced in the same proportion as to the reduction of the assigned load, but such load reduction shall not affect the Faculty Member's eligibility for sabbatical leave, summer school priority or eligibility for other leaves as herein provided. The Faculty Member's benefits as provided by Article XVII, Insurance Benefits, will be maintained.

Section 11. Acknowledgment.

In the Catalogue and any official Faculty Handbook that is prepared by the District, the District shall acknowledge that the Federation is the exclusive representative of Faculty Members and shall list the Federation's current officers.

Section 12. Campus Facilities.

The District shall list the Federation's office telephone numbers in a campus telephone directory. This shall include the Federation's off-campus number and a designated on-campus number. The District shall also provide the Federation with an on-campus mail drop. The Federation shall have the right to utilize campus reproduction services, reimbursing the District at the published cost.

ARTICLE IV

Intracollegiate Relations

Section 1. Academic Senate. The El Camino College Academic Senate, which is chartered to provide the faculty with a formal and effective procedure for participating in the formation of District policies on academic and professional matters, will continue that role as is outlined in District Policy 4139, adopted August 7, 1972. The Policy may be amended by the Board of Trustees when such amendment is recommended jointly by the District and the Academic Senate. The Academic Senate shall have no jurisdiction concerning matters specifically delegated to the Federation or to any joint District-Federation committee by terms of this Agreement.

Section 2. Curriculum. The District shall adopt a Curriculum Review and Approval Policy, which will provide for the responsibility and the authority of the Academic Senate to consider and make recommendations on curriculum matters. Until such a policy is adopted and implemented, curriculum review and approval will be governed by the provisions of Article IV, Section 2 of the Agreement of January 1, 1985, as extended to December 31, 1986. The District Curriculum Review and Approval Policy will incorporate the following provisions:

(a) Proposals for curricular changes to be reviewed by the Academic Senate shall first be approved by the appropriate Divisional Curricular Committee, which will consult, as needed, with the affected academic departments and other appropriate persons in the academic community. The composition of the Divisional Curriculum Committees and the method of selecting Faculty Members as committee members will be determined by agreement between the Academic Senate and the Vice President - Instruction.

(b) There shall be no change by the Board of Trustees in any item recommended by the Academic Senate and the Vice President - Instruction without consultation with the Academic Senate.

(c) There shall be no addition to the curriculum without the recommendation of the Academic Senate that the proposed course is one with appropriate academic rigor. There shall be no deletions from the curriculum without consultation with the Academic Senate.

Section 3. Textbook Adoption.

The procedures for textbook adoption and cancellation shall continue as set forth in District Policy 6133, adopted March 14, 1966 and as amended April 28, 1980. The District shall consult with the Federation as to any changes in this policy.

Section 4. District-Federation Consultations.

The Vice President - Instruction and the President of the Federation will meet upon the request of either person to discuss the definition of educational objectives of the College and matters that would facilitate the implementation of this Agreement. By mutual agreement, they may include other persons as participants in any such meeting.

Section 5. Faculty Selection.

(a) If there is an opening for a full-time Faculty Member position in any division, the Dean of the division shall establish a screening committee composed of the Dean as chairperson and at least three (3) Faculty Members, including at least two (2) Faculty Members within the division and/or department involved and one (1) Faculty Member from another division.

(b) The Dean will meet with the Faculty Members within the department or division to jointly determine the manner of selection of screening committee members. In the event of a disagreement regarding the manner of selection, the Vice President - Instruction shall decide the method to be used.

(c) The Dean shall choose the Faculty Member from another division in consultation with the President of the Academic Senate, or designee, from a list of Faculty Members designated as available for such assignments by the Academic Senate;

(d) The committee will select the applicants to be interviewed and will interview them and will normally recommend at least three qualified candidates to the selection committee, which shall interview and evaluate the recommended candidates. The Selection Committee shall be convened by the President of the College and shall include the Dean of the division and a Faculty Member chosen by the screening committee as well as the President and such other officials of the College that the President may designate.

(e) Deans will impanel a full-time Faculty Member to assist in interviewing any applicant for an Adjunct Faculty Member position when an appropriate full-time Faculty Member is available.

Section 6. Administrator Selection.

The District shall continue its existing policy respecting involvement of Faculty Members in the process of selection of administrators. Any revision of such policy shall be subject to consultation with the Academic Senate.

ARTICLE V

Academic Freedom and Responsibility

Section 1. Recognizing that the free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will strive to promote and to protect academic freedom.

Section 2. A Faculty Member shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

(a) For exercising the freedom to examine or endorse unpopular or controversial ideas either in classroom teaching, as is appropriate to the course content, discussions with students, or academic research or publication. Nonetheless, the Faculty Member shall attempt to be accurate, objective, and show respect for the opinions of others.

(b) For selecting or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas.

(c) For speaking or writing as a citizen, provided 1) that recognition is made of the special obligations of a member of the education profession, and 2) that a clear indication is made that the Faculty Member is not speaking for the College or the District.

(d) For librarians, to make available the library's books and materials presenting all points of view including library materials of interest, information and enlightenment without regard to the race or nationality or the social, political or religious views of the authors.

Section 3. The following political activities shall, however, be prohibited, although nothing herein shall be construed to limit the discussion and study of politics and political issues when such discussion and study are appropriate to a specific course of instruction:

(a) Political participation as a citizen at times when a Faculty Member is required to render service to the District.

(b) Posting of political circulars or petitions on District premises, except on College bulletin boards set aside for that purpose; the use of District mail service for the distribution of political materials; interference with District employees for political purposes while rendering service to the District; or the solicitation of students for political purposes, except that Faculty Members may encourage students to participate in political activities of the student's choice.

ARTICLE VI

Classification of Faculty Members

The District shall classify each Faculty Member covered by the terms of this Agreement as contract, regular, part-time temporary (adjunct), or full-time temporary. Such classification shall be determined by the District according to the provisions of this Article.

Section 1. Contract (Probationary).

(a) Except as otherwise provided in Section 5 of this Article, a Faculty Member who is employed by the District as an instructor for more than sixty percent (60%) of the full time teaching load per semester, as defined in Appendix B, during the first and second year of such service with the District shall be classified as contract (probationary).

(b) Except as otherwise provided in Section 5 of this Article, a Faculty Member who is employed by the District as a Nurse, a Counselor, or a Librarian, and is required to serve an academic or fiscal year, as the case may be, during the first and second year of such service with the District shall be classified as contract (probationary).

Section 2. Regular (Permanent).

(a) Except as otherwise provided in Section 5 of this Article, a Faculty Member who has served as a contract Faculty Member for any period of time during the first and second consecutive year and who is employed by the District in the subsequent and following years, shall be classified as regular (permanent). A Faculty Member may be classified as regular at more than sixty percent (60%) of a full load, but less than a full load.

(b) No Faculty Member shall gain permanent status on any assignment or employment by the District which is in addition to a full-time regular assignment and such additional assignment or employment may be terminated by the District at any time.

(c) Nothing within this Article shall be construed as permitting a Faculty Member to acquire regular classification with respect to summer school assignment nor shall such assignment be included in computing the service required as a prerequisite to, attainment of, or eligibility to classification as a contract or regular Faculty Member of the District.

(d) No Faculty Member shall hold regular status with the District while holding regular status in another district.

Section 3. Suspension, Dismissal, or Layoff.

(a) Any action by the District to suspend, dismiss, layoff, or reduce a Faculty Member employed pursuant to Section 1 or 2 of this Article shall be governed by the requirements of the Education Code of the State of California respecting such actions.

(b) Prior to any regular Faculty Member being laid off or reduced, the following must occur:

(1) Non-retention of part-time temporary (adjunct) and full-time temporary Faculty Members rendering the particular service(s) in question.

(2) Non-retention of contract Faculty Members rendering the particular kind of service(s) in question.

Should there be a conflict between the requirements of the Education Code pertaining to certificated reduction in force and this subsection, the Education Code will prevail.

(c) For purposes of the Article a Faculty Member shall be considered competent to render a service (defined as teaching, counseling, nursing, or service as a librarian) if he or she currently holds a valid California Community College credential specifying qualifications to render a specific service and fulfills at least one of the following:

(1) Holds an earned graduate degree from an accredited institution in that subject matter or service (as defined by the "Guide to Subject Matter Areas For California Community College Credentials," published by the Credentials Section of the California Community Colleges), or

(2) Has had previous satisfactory District teaching experience in that subject matter area

or service experience of four (4) semesters or more, of which at least two (2) semesters have been in the last five (5) years.

(3) Has been employed full time for at least one full year during the previous three years in business or industry in a position which qualifies for experience toward the granting of a Vocational Credential.

(d) The District shall make available a Retraining Program for laid off regular Faculty Members:

(1) Upon the initial notification of the intent to layoff any regular Faculty Members, the District shall specify no less than three (3) subject areas in which retraining may take place. The District retains the right to limit the number of Faculty Members approved for retraining in a given area.

(2) The Faculty Member shall submit a written application for participation in the program specifying the course work and the institution to provide the retraining.

(3) The District shall reimburse the Faculty Member for all reasonable documented costs up to a maximum of two thousand dollars ($2,000) per year for tuition, fees, transportation, books, and other course materials for participation in approved programs for a period of twenty-four (24) months following the effective date of layoff.

(4) The District is not required to rehire any Faculty Member retrained under the provisions of this program.

(5) This Retraining Program for laid-off Faculty Members will be available to a maximum of five (5) participants at any one time.

Section 4. Part-Time Temporary (Adjunct).

A Faculty Member may be employed by the District as an Instructor for sixty percent (60%) or less of the full-time teaching load, as defined in Appendix B, and shall be classified as part-time temporary. Such Faculty Member shall not become a contract (probationary) nor regular (permanent) employee of the District while so employed, and may be assigned or not assigned such course, or courses, from semester to semester as the District may determine.

Section 5. Full-Time Temporary.

A Faculty Member who is employed and assigned more than sixty percent (60%) of a full-time load as a Faculty Member during a particular semester shall be classified as a full-time temporary during that semester. If such a Faculty Member is employed by the District beyond two semesters within any period of three consecutive years and is reemployed by the District for a following year, such Faculty Member shall be reclassified as contract (probationary) under the provisions of Section 1 of this Article and the previous year's employment as a full-time temporary Faculty Member shall be deemed one year's employment as a contract (probationary) Faculty Member for the purposes of acquiring permanent status as provided in Section 2 of this Article.

Section 6. Notice of Employment.

(a) The District shall determine the classification of each Faculty Member at the time of employment and thereafter during each subsequent spring semester. At the time of initial employment, each new Faculty Member shall receive a written statement indicating the classification and the salary to be paid.

(b) Any Faculty Member not classified as regular (permanent) who fails to signify acceptance within forty-five (45) consecutive calendar days after notice of election or employment has been given or mailed to that Faculty Member in accordance with Education Code provisions shall be deemed to have declined the employment and service with the District may be terminated.

(c) If, without good cause, a regular (permanent) Faculty Member fails prior to July 1 of any year to notify the District of an intention to remain or not to remain in the service of the District and a notice of employment has been personally served or mailed to that Faculty Member in accordance with Education Code provisions prior to May 30, such Faculty Member shall be deemed to have declined employment and service with the District may be terminated on June 30 of that year.

Section 7. Notification.

(a) If the District initiates written notice of suspension, dismissal or layoff proceedings respecting any regular Faculty Member, as provided in Section 3 of this Article, it shall notify the Federation of such action within five (5) working days, unless the Faculty Member has advised the District in writing of objections to such notification.

(b) If the District transfers a Faculty Member from a primary teaching assignment (fifty percent (50%) or more) in one division to another in which the Faculty Member has never taught, it shall notify the Federation of such action at least five (5) working days prior to such transfer.

ARTICLE VII

Calendar

Section 1. Calendar.

During the fall semester of each school year, the District shall establish a calendar committee, which shall be comprised of a representative or representatives of various campus organizations. A majority of the members of this committee shall be appointed by the President. The function of this committee is to recommend to the President and the Board of Trustees of the District the school calendar to be adopted by the District for the succeeding school year. The Federation shall be entitled to appoint two (2) voting members as its representatives on the committee. The Academic Senate shall be entitled to appoint one (1) member as its representative on the committee.

Section 2. Committee Recommendations.

The calendar committee shall recommend an academic year with a total of one hundred seventy-five (175) school days as set forth in the Education Code. The recommended calendar shall not create any unnecessarily great disparities in the number of school days in the fall and spring semesters. It is understood that the District may add an additional unscheduled day or days to the calendar in the event any day or days are "lost" due to uncontrollable circumstances. The recommended calendar shall include the stipulated holidays as provided by Article XV.

ARTICLE VIII

Hours and Working Conditions

Section 1. Days of Service in an Academic Year.

Faculty Members who are employed on an academic year basis will be required to perform professional services for the District each academic year for 175 days. The assignment of the days of service for each academic year of the District will be determined by the school calendar adopted by the District.

Section 2. Weekly Hours of Service - Instructors.

Instructors are employed for a basic work week of forty (40) hours to be comprised of lecture hours or their equivalent as set forth in Section 6 of this Article, office hours as set forth in Section 3 of this Article, unscheduled teaching related hours and other professional assignment hours. Each Instructor shall have office or class hours of a minimum of two and one-half (2-1/2) hours per day, four (4) days per week, Monday through Friday. If, however, an Instructor is assigned Saturday classes as part of a normal teaching load, that Instructor shall be entitled to one (1) day free of assignment during the Monday through Friday school week.

Section 3. Instructor Office Hours.

(a) Each Instructor shall maintain a schedule of one (1) office hour per week for every three (3) hours of lecture, or major fraction thereof, or no fewer than three (3) days per week as office time for the purpose of consulting with and assisting students, provided that each Instructor shall maintain a schedule of at least three (3) office hours per week. An Instructor who has a full-time summer session assignment will maintain one (1) office hour for each day of the summer session that the Instructor has a class assignment (one-half (1/2) hour for a one-half (1/2) assignment).

(b) Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the College. Each scheduled period of office time shall be no less than thirty (30) minutes in duration and must be scheduled between 8:00 a.m. and 10:30 p.m. unless contiguous to a class. At the beginning of each semester the Instructor shall prepare and submit a proposed schedule of office hours to the Dean of the division for approval. Such approval shall not be unreasonably withheld. The Dean shall maintain a list of the approved office hours scheduled in the division, and the Instructor shall post the approved office hours on the office door.

(c) A Dean and an Instructor may agree to substitute additional laboratory hours, learning center hours, or other approved activity hours in lieu of office hours and such hours shall not be credited to the Instructor's teaching load.

Section 4. Examination Period - Graduation.

During the period of semester examinations each Instructor shall report to meet the regular assigned examination schedule of classes taught by that Instructor and three (3) office hours scheduled on not less than three (3) days with at least one (1) office hour to be scheduled on the last day of that Instructor's last examination (proportionate time for reduced loads). The Academic Senate shall assign an alternative one-third of the teaching faculty each year to participate in the academic procession on commencement day. The contractual obligation of the nonparticipating two-thirds of the teaching faculty shall be considered fulfilled upon completion of their exams, office hours and check-out procedure.

Section 5. Instructional Objectives.

In the interest of continuing to provide quality education for each tax dollar expended, this Agreement contemplates an instructional program which will be designed to achieve an average weekly student contact hours per full-time instructor equivalent at the first census count each semester of 580. The program design anticipates the implementation of innovative approaches to instruction, such as open laboratories, individualized instruction, team teaching, differentiated class sizes, and the use of support personnel to assist Faculty Members engaged in special programs. It also entails experimental classes devised by the Divisional Load Committees established pursuant to Section 8 of this Article. The Committees shall study the effects of class size variations upon educational effectiveness and include such analysis in a Committee report to the Division faculty.

Section 6. Instructor Teaching Load.

The normal teaching load for full-time Instructors will be calculated on a full load equivalency, which shall be fifteen (15) lecture hours or twenty (20) laboratory hours, subject to an allowable deviation as set forth in detail in the Teaching Load Policy, Appendix "B" of this Agreement. The laboratory hour load for physical education activities shall be twenty-two (22) laboratory hours; however, physical education major's courses and intercollegiate athletic courses shall carry a laboratory load of twenty (20) hours. The Divisional Load Committee established pursuant to Section 8 of this Article may increase the laboratory load for any laboratory course to a normal teaching load of twenty-two (22) hours, subject to an allowable deviation as set forth in detail in the Teaching Load Policy, Appendix "B" of this Agreement.

Section 7. College Load Review Committee.

A College Load Review Committee shall be established composed of the Vice President - Instruction, who is designated as chairperson of the Committee, the Vice President - Administrative Services, or a person designated by the Vice President - Administrative Services, a Dean of Instruction appointed by the President of the College, and three (3) Faculty Members, each from a different division not represented by the Dean of Instruction appointed to the Committee, appointed by the President of the Federation. The Committee members shall serve for the term of this Agreement. This Committee shall be responsible for:

(a) Monitoring the Teaching Load Policy set forth in Appendix "B" of this Agreement;

(b) Making recommendations to the District and the Federation for amending such policy;

(c) Approving or disapproving, after review, of requests for innovative instructional practices, including those which would assist in the attainment of the instructional objectives set forth in Section 5 of this Article;

(d) Setting such average weekly student contact hours (WSCH) per full-time equivalent objectives for each instructional division as are reasonably deemed necessary to attain the objectives set forth in Section 5 of this

Article. In the event the Committee is unable to set such objectives, by majority vote, the Vice President - Instruction will set such divisional objectives, provided that the Vice President - Instruction will not take such action more than thirty (30) days prior to the establishment of the class schedule.

(e) The College Load Committee shall meet at least once each year and shall set a minimum number of meetings and the deadlines for such meetings for the Divisional Load Committees.

Section 8. Divisional Load Committee.

Within each instructional division, a Divisional Load Committee shall be established, composed of the Dean of the Division, who is designated as chairperson, and three (3) Faculty Members, one appointed by the Dean and two elected by the Faculty Members of the Division, which members shall serve for the term of this Agreement. The election shall be conducted by the Federation representative of the Division. Each Divisional Load Committee will set class sizes for all classes and may adjust laboratory course loads for any laboratory classes within the division and within the parameters set forth in Section 6 of this Article, and will otherwise plan the instructional program of the division in such a manner that it may achieve the average WSCH divisional objective established by the College Load Review Committee. In the event the Committee is unable by a majority vote to agree on the plan to reach the divisional objective, the Dean will devise such a plan, provided that the Dean will not take such action more than fifteen (15) days prior to the establishment of a semester's class schedule. The Divisional plan will be forwarded to the Vice President - Instruction. If the Vice President - Instruction determines that a plan is unlikely to achieve the divisional objective, the College Load Review Committee will be convened to revise the plan.

Section 9. Teaching Schedules.

The schedule of classes for each semester shall be planned to accommodate the needs of students and to efficiently utilize classroom facilities. Before teaching schedules are assigned, each Instructor will be provided an opportunity to present in writing the Instructor's schedule preferences with regard to courses to be taught, day and evening classes (minimization of time period between the Instructor's first and last class each day and maximization of the time period between the end of the Instructor's last class one day and the beginning of the Instructor's first class the following day), off-campus classes, number of different course preparations, maximum consecutive hours of lecture/laboratory hours and the desire for overload. The Dean will take under consideration the Instructor's preferences in making class assignments and shall not arbitrarily disregard such preferences. An Instructor shall not be assigned an overload without the Instructor's consent, except as required by the balancing provisions of the Teaching Load Policy, Appendix "B". An Instructor shall not be assigned Saturday classes or an assignment for substitute teaching without the Instructor's consent unless there is no other qualified Faculty Member available for such assignment. If an Instructor must be assigned, without the Instructor's consent, to Saturday classes, the Instructor shall not be assigned duties on Mondays, provided the Instructor is not teaching a voluntary overload assignment. Those Faculty Members whose loads are split between two or more Divisions shall not arbitrarily have the ratio of their load changed. The Dean or Deans will take into consideration the Faculty Member's preference in establishing loads and shall not arbitrarily disregard such preferences. There shall be no transfer of Faculty Members from one Division to another without prior consultation with the Faculty Member.

Section 10. Classroom Management.

The District shall not, without reasonable cause, preempt the authority of the Faculty Member:

(a) to determine methods of assessing student performance;

(b) to assign grades to students;

(c) to drop students from the class for reasonable cause;

(d) to recommend expulsion of students for reasonable cause;

(e) to utilize appropriate student assignments;

(f) to utilize appropriate instructional materials, techniques and aides;

Nothing herein shall preclude evaluation panels from reviewing the above items in evaluating the Instructor's performance.

Section 11. Athletic Coaches Reassignment.

A full-time Faculty Member who has a coaching assignment may request to be released from such assignment. Such request shall be submitted in writing to the Dean of the Instructor's division who shall promptly forward the request with a recommendation to the Vice President - Instruction, who shall meet with the Vice President - Student and Personnel Services, the Dean, and the coach requesting such release. Upon review of all the circumstances, the Vice President - Instruction shall grant or deny the request in writing.

Section 12. Voluntary Assignments.

Assignments to student teaching supervision and teaching students enrolled in independent study programs are voluntary.

Section 13. Offices.

Each full-time Instructor shall be provided with an office area equipped with a desk, desk chair, filing cabinet, book shelves and side chair.

Section 14. Student Clerical Assistants.

The District will allocate a total of four thousand five hundred (4,500) hours of student clerical assistance each semester. The amount allocated for student clerical assistance shall be distributed to each division by the College Load Review Committee in accordance with instructional objectives as provided in Section 7, and to Instructors by the divisional load Committees in accordance with the Divisional Objectives as provided in Section 8.

Section 15. Adjunct Faculty Members.

Sections 1, 2, 3, 4 and 9 of this Article shall not apply to Adjunct Faculty Members.

Section 16. Counselors.

(a) Counselors may be employed either on a modified academic year basis (175 days of service) or a fiscal year basis. Fiscal Year Counselors are covered by the provisions of Article XIV, Vacations, and Article XV, Holidays.

(b) Counselors employed on a Fiscal Year basis for the 1983-84 year have the option of remaining on a fiscal year basis or converting to a modified academic year basis as of July 1, 1985, or any subsequent July 1. Such election shall be effective as of the appropriate July 1 by written notification to the Vice President - Instruction prior to June 1, or such year. Such election is irrevocable.

(c) Counselors who elect as of July 1, 1985 to remain on a Fiscal Year basis may elect with specific written consent of the Vice-President - Instruction to change to a modified academic year basis for any year or years.

(d) Each Counselor will formulate and maintain a schedule, subject to the approval of the Dean, consisting of a basic forty (40) hour work week of professional counseling services. The schedule may be changed or adjusted, subject to the approval and/or review of the Dean. The schedule shall not include more than thirty (30) hours of student contact a week, except as mutually agreed between the Counselor and the Dean of the division. A Counselor who is also assigned a teaching load during the academic year will be governed by the provisions of this Article for such period in the proportion that the Counselor's teaching assignment bears to the normal teaching load as defined in Section 6 of this Article. The balance of that percentage will be assigned as counseling duties as provided by this Sub-Section.

(e) In the event a Counselor is scheduled to work Saturday registration, the appropriate Dean shall not deny any reasonable request to be excused from such Saturday assignment, provided adequate staffing needs are met. A Counselor who is assigned Saturday registration will receive equal compensatory time off at another time as mutually agreed between the Counselor and the appropriate Dean.

(f) Counselors shall not be eligible for, nor assigned to, any overload teaching assignment, except with the written permission of the Vice President - Instruction.

(g) The modified academic year is comprised of 175 days of service. The District may schedule no more than twenty (20) of the 175 days of service prior to and contiguous with the beginning of the Fall and/or Spring semesters. The modified academic year schedule will be communicated to the affected Counselor by May 1 of the prior academic year. Each counselor will prepare a schedule of substitute days off during the academic year and shall discuss the proposed schedule with the Dean who will approve the schedule if it meets the needs of the District. If not approved, the Dean and the Counselor will develop an alternative acceptable schedule. The schedule of alternative days off shall be determined in writing prior to June 1, of each year, but may be changed by mutual agreement during the year.

(h) A Counselor may request to be relieved of counseling duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the appropriate dean and the counselor requesting such assignment. Upon review of all the circumstances the appropriate Vice President shall grant or deny the request in writing.

Section 17. Librarians

(a) Librarians will be employed on an academic year basis.

(b) The basic work week for Librarians is forty (40) hours, to be comprised of no more than thirty-five (35) regularly scheduled hours of professional library service. An additional five (5) hours of professional library service will be assigned by the Associate Dean - Library and Media Services after consultation with the Librarian. Any Librarian scheduled to teach a class shall be released from two (2) hours of the thirty-five (35) regularly scheduled hours for each one (1) hour of class assignment.

Section 18. Nurses and Coordinators

Nurses and Faculty Coordinators will be employed for a basic work week of forty (40) scheduled hours of professional services.

ARTICLE IX

Summer Session Assignments

Section 1. Procedure.

Each academic year, prior to February 1, the Deans of the instructional divisions will prepare and submit to the Faculty Members in their respective divisions a tentative list of classes to be taught during the following summer session. Faculty Members who desire to teach during the summer session will, prior to March 1, submit their request for summer session teaching assignments in writing to the Deans of their divisions. The Deans of the instructional divisions will review these requests and will on or about March 15 make tentative summer session assignments to Faculty Members in their divisions based on the priority position of Faculty Members in accordance with Section 2 of this Article.

Section 2. Priorities.

Each Dean shall determine, among those Faculty Members in that division who request a teaching assignment during the summer session, those who are qualified by virtue of prior experience and training for such assignments with preference given to those Instructors who are members of the department within which the course is offered. Assignments to summer session teaching will be made among those qualified according to the priorities designated in Section 4. If there are more qualified Faculty Members in any priority than there are positions available in that priority, the choice among the qualified Faculty Members in that priority will be based on the Faculty Member's length of service with the District. Where the length of service is equal, the selection will be determined by lot. If there are more positions available than there are qualified full-time Faculty Members who desire to teach, and if currently employed Adjunct Faculty Members are qualified for those positions, those Adjunct Faculty Members who have been continuously employed for three (3) semesters or more shall have priority according to Section 4.

Section 3. Adjustments.

It is understood that the list of classes to be taught in the summer session is a tentative list, that classes may be dropped or changed and that changes in assignments must be made to accommodate those situations. It is also understood that most assignments will accommodate a full summer session teaching load, but that some assignments will constitute a partial teaching load either due to original planning or later adjustments. For the purposes of establishing summer session priority under Section 4 of this Article, a partial teaching load of 50% or less shall not be counted as a summer assignment except when such assignment combined with a partial load for a previous summer within a three (3) year period exceeds 75%.

Section 4. Summer Session Priority Schedule.

The following schedule is based on a consideration of summers eligible for assignment to summer session teaching and the number and sequence of summers taught (or otherwise employed by the District at a rate of compensation based on the regular salary schedule) during the past three summers. Leaves of absence shall have no effect on eligibility for summer session priority.

Number of Summers Eligible	Total Summers Taught	Previous Summers Taught*			Current Year Priority
		Col. 3	Col. 2	Col. 1	
3	0	0	0	0	1
3	1	1	0	0	2
3	1	0	1	0	3
3	1	0	0	1	4
2	0		0	0	5
3	2	1	1	0	6
3	2	1	0	1	7
3	2	0	1	1	8
2	1		1	0	9
2	1		0	1	10
1	0			0	11
3	3	1	1	1	12
2	2		1	1	13
1	1			1	14
0					15

*Columns 1-3 reflect the teaching history of the immediate past three summers; i.e., Column 1 refers to last summer, Column 2 to the summer before last, etc.

Section 5. Librarians. Each year that the District has a summer session that requires normal library services, at least two (2) Librarians will be assigned each scheduled day of the session for the six (6) week period. Selection of the Librarians will be determined by the priority system of Sections 2 and 5 of this Article.

ARTICLE X

Compensation

Section 1. Definitions.

(a) A Contract, Regular or Full-Time Temporary Faculty Member as described in Article VI, Sections 1, 2 and 5 is defined as a full-time Faculty Member for the purposes of this Agreement;

(b) All other Faculty Members covered by this Agreement shall be deemed to be Adjunct Faculty Members.

Section 2. Compensation for Full-time Faculty Members.

(a) Full-time Faculty Members shall be compensated on the basis of an academic or fiscal year contract salary, as set forth in Appendix C. The salary schedule is based upon completion of a full academic or fiscal year, as the case may be, at a one hundred percent (100%) assignment, subject to an allowable deviation in an instructor's teaching load as set forth in the Teaching Load Policy, Appendix B. Full-time Faculty Members whose assignment is for less than one hundred percent (100%) or who serve less than a complete year shall be compensated on a pro rata basis.

(b) A full-time Faculty Member may request a reduced load for any semester or academic or fiscal year. If the District agrees to such a reduced load, the

Agreement will be memorialized in writing between the District and the Faculty Member. The Faculty Member on reduced load status shall be compensated on a pro rata basis for any period of such reduced load and the office hour obligation shall be reduced proportionately.

(c) Any Faculty Member whose assignment is for less than fifty percent (50%) as provided in subsection (a) and (b) may continue to participate in the District's insurance programs as provided in Article XVII, Insurance Benefits; however, the District's contributions to the monthly premiums as provided in Article XVII, Sections 1, 2, 3, 4 and 5 will be reduced pro rata and such Faculty Member will be required to contribute the balance. If the Faculty Member's reduced assignment is fifty percent (50%) or more, the District shall contribute at the rate of twenty percent (20%) more than the Faculty Member's reduced load. The Faculty Member may elect in writing to cease coverage for all such benefits in lieu of paying such contribution.

Section 3. Initial Salary Schedule Placement.

A newly employed full-time Faculty Member shall be placed by the District on the appropriate salary schedule, Appendix C, subject to the following provisions:

(a) Class placement will be determined based on official transcripts submitted to the District and the credential(s) held, or applied for, as of the Faculty

Member's beginning date of service with the District. Faculty Members employed to teach specialized vocational courses, as defined by the District, shall be placed on the appropriate class of the salary schedule for "Faculty Members Employed on an Academic Year Basis," Appendix C, according to the provisions of the "Vocational Instructors Equivalency Table," Appendix D.

(b) Step placement will be determined by the District based on one (1) year of previous full-time experience as equal to one step subject to the provisions of this subsection, not to exceed a maximum of five (5) years or five (5) steps on the salary schedule. Step credit shall be granted based on previous full-time teaching experience and for a Counselor, Nurse, and Librarian shall also be granted based on previous full-time experience in that profession within an academic institution. For Faculty Members employed to teach data processing courses or specialized vocational courses, as defined by the District, credit will also be granted for previous full-time nonteaching work experience in the vocational field the Faculty Member is employed to teach.

(c) Step placement for Faculty Members who have previous part-time experience in the District and employed for a contract position, shall be determined by granting one step for each thirty (30) units of part-time teaching. A maximum of five (5) steps shall be allowed including steps earned in Section (b). The maximum credit for any academic year is one (1) step.

Section 4. Step Increments.

A full-time Faculty Member shall be granted in each subsequent contract year one (1) increment step on the appropriate salary schedule upon satisfactory completion of at least seventy-five (75) percent of the number of days of required service, including days of paid leave and sabbatical leave, in the preceding year, until the maximum step allowed has been reached.

Section 5. Salary Schedule Class Advancement.

(a) To qualify to advance from one class to another class, a Faculty Member shall have completed additional units or degrees as required. Faculty Members placed pursuant to Appendix "D" may also qualify upon obtaining a fully satisfied credential beyond that which was used for determining prior class placement.

(b) A Faculty Member who qualifies to advance from one class to another class as provided in subsection (a) of this Section shall file with the office of the Vice President - Student and Personnel Services an application for salary schedule advancement along with required supporting documents no later than June 30 or September 1 of any year, with placement to be effective July 1 or the beginning of the academic year, as the case may be.

(c) A Faculty Member who advances to another class shall be placed in the new class at the same step level to which the Faculty Member is entitled pursuant to Section 3 (b) and Section 4.

Section 6. Acceptable Units and Degrees.

Units and degrees acceptable for placement and advancement on salary schedules shall be governed by the following provisions:

(a) Units and degrees acceptable for placement must be earned and received from an institution of higher learning formally accredited or approved by an organization or association belonging to and/or recognized by either the Council on Post-secondary Accreditation (including the Western Association of Schools and Colleges) or the American Bar Association (A.B.A.) or Association of American Law Schools (A.A.L.S.) or the State Bar of California except as provided in sub-section (e) of this Section. Honorary degrees are not acceptable for placement and/or advancement on the salary schedule. Units which are not accepted for credit by the institution where such courses were taken will not be acceptable for placement and/or advancement on the salary schedule.

(b) Units earned before the Bachelor's degree are to be used for Bachelor's degree credit only.

(c) Units for placement on the Class III, Master's degree and 24 semester units, and units for placement on Class IV, Master's degree and 48 semester units must be units which are acceptable by a university or college for credit toward a Master's or Doctor's degree, and/or credit toward a California State credential applicable to community college employment and/or acceptable at the discretion of the Vice President - Student and Personnel Services. These units may be taken before, during or after completion of a Master's degree program and must be in addition to and separate from units required for a Master's degree. Such units of work shall be related to an improvement in teaching or administration techniques and/or increased knowledge in the Faculty Member's specific area. Prior approval for units in another area should be obtained from the Vice President - Student and Personnel Services. Units submitted for consideration without such prior approval will only be accepted at the discretion of the Vice President - Student and Personnel Services.

(d) All units which are not acceptable by a university or college for a Master's or Doctor's degree are acceptable only with prior approval of the Vice President - Student and Personnel Services.

(e) Units submitted for placement from foreign institutions of higher learning may be submitted for evaluation by the Vice President - Student and Personnel

Services to the University of California or any other institution deemed appropriate.

Section 7. Overload and Substitute Pay.

(a) A Faculty Member will be compensated at the rate set forth in the schedule below per hour for each hour assigned as a substitute instructor.

(b) In the event a full-time Faculty Member continues as a substitute for such class or classes for a period in excess of two (2) weeks, the substitute rate for any such continuous substitute teaching in excess of two (2) weeks will be at the rate set forth in the schedule below plus Five Dollars ($5.00) per hour.

(c) A full-time Faculty Member will be compensated at the rate set forth in the schedule below for each hour of an overload assignment calculated according to the provisions of the Teaching Load Policy, Appendix B.

Year	Rate
1987	$29.55

Section 8. Summer Session Compensation.

Compensation of Faculty Members assigned to teach in a summer session is set forth in Appendix E.

Section 9. Adjunct Faculty Members.

(a) Adjunct Faculty Members will be compensated on a semester basis according to the number of class hours assigned per semester and on cumulative semesters of instruction for the District at Step 1 for the first through completion of the second semester, at Step 2 for the third through completion of the fourth semester and at Step 3 for the fifth semester and thereafter as follows:

Stipend Per Semester for One Class Hour Per Week

1987

Step 1	$ 476	26.44
Step 2	502	27.89
Step 3	527	

The semester stipend includes participation in a staff development program not to exceed four (4) hours each semester.

(b) For each hour an Adjunct Faculty Member is absent without pay, the Stipend Per Semester in subsection (a) of this Section shall be reduced by 1/18th.

(c) An Adjunct Faculty Member will be compensated at the hourly rate set forth in Section 7(a) of this Article for each hour assigned as a substitute instructor.

(d) Adjunct Faculty Members on special assignment will be compensated at the rate of $13 per hour for each hour of such assignment.

(e) Adjunct Faculty Members employed as Counselors, Librarians or Nurses will be compensated at the daily rate of two-thirds (2/3) of the hourly rate set forth in Section 7(c) of this Article times eight (8).

(f) At least eight (8) weeks before the beginning of a semester, each Adjunct Faculty Member who has been employed as Adjunct Faculty Member in the preceding semester shall receive written notification from the Vice President-Instruction of that Adjunct Faculty Member's tentative course assignment(s) for the following semester. The Adjunct Faculty Member shall return a signed copy of such notice at least six (6) weeks before the beginning of the semester indicating acceptance or rejection of such tentative assignment(s).

Section 10. Released Time.

(a) The District shall grant released time to Full-time Instructors assigned to duties during such semester as follows:

Forensics Coach - 33-1/3%
Band Director (Marching and Symphonic) - 16-2/3%
Chorale Director - 16-2/3%
Assistant Forensics Coach - 16 2/3%

(b) The District shall grant released time to Full-time Instructors assigned to duties during the semester of the production to which the Instructor is assigned.

Dance Production		
Director		16 2/3%
Play Production		
Director	-	16-2/3%
Technical Director	-	16-2/3%
Musical Theatre Production		
Director	-	33-1/3%
Technical Director	-	33-1/3%
Choir Director	-	16-2/3%
Music Director/Conductor		16-2/3%

(c) Released time may be granted by the District for Special Assignments in conformity with Appendix B.

(d) The District may employ Adjunct Directors, Assistant Directors, Conductors, Choreographers, and Art Gallery Coordinators, in which event the District will compensate any such employee at the rate of $250 per week for each week that the employee is assigned to perform such services. Partial weeks shall be compensated on a pro rata basis. Any such employee designated as the instructor of record will also be compensated as provided by Section 9(a) of this Article.

Section 11. Athletic Coaches.

(a) A full-time Instructor who has an athletic coaching assignment will be provided additional compensation. A coach may choose one of the following options applicable to each coaching assignment:

Option 1: 50% assigned time applicable to coaching duties.

Option 2: 40% assigned time applicable to coaching duties plus a stipend of $1,300.

Option 3: 30% assigned time applicable to coaching duties plus a stipend of $2,600.

Option 4: Full-time assignment plus additional compensation in accordance with subsection (d) of this Section.

The assigned time shall include the class credit for that sport.

(b) The Head Football Coach will receive an additional stipend of five percent (5%) of that coach's contract salary. The stipend will be paid at the next pay period following the end of the season in which the coaching assignment is completed.

(c) The Dean of Physical Education and Athletics, after consulting with the concerned coach, will schedule a minimum of ten (10) days, excluding Sundays, of coaching/practice sessions prior to the first scheduled contest for each sport. If any scheduled coaching/practice days approved by the Dean occur (i) prior to the beginning of the fall semester, or (ii) during the winter recess, or (iii) during the period between semesters, or (iv) during the spring recess, such coach will be compensated at the rate of Eighty Dollars ($80.00) per day for any such day.

Coaching/practice duties performed on any day of the week during the regular semester shall not be compensated by any extra compensation except for the stipend provided by sub-section (a) of this Section.

(d) The District may employ part-time coaches, in which event the District will compensate any such Adjunct Coach at the rate of Two Hundred Fifty Dollars ($250.00) per week for each week that the Coach is assigned to perform such services. Partial weeks at the beginning and end of the season shall be compensated on a pro rata basis. An Adjunct Assistant Coach may be employed for a partial part-time coaching assignment on a pro rata basis. A part-time head coach designated as Instructor of Record, for intercollegiate athletic classes, will be compensated as provided by Section 9(a) of this Article based on two (2) class hours for each one (1) credit unit scheduled.

Section 12. Faculty Advisor Pay.

A Faculty Member employed on an academic year basis who is assigned as a faculty advisor to assist the Counseling Division in consultations with students concerning academic advising and program and vocation planning purposes during peak demand periods for such counseling services shall be paid at the rate of 1/1600th of the Faculty Member's yearly contract salary per assigned hour.

Section 13. Extra Service Pay.

(a) A Faculty Member employed on an academic year basis who is assigned to perform instructional services on days not otherwise required as part of the contract of service with the District shall be compensated at an hourly rate of 1/1600th of the Faculty Member's yearly contract salary.

(b) Counselors, Librarians, Nurses and Faculty Coordinators assigned to perform professional counseling, library, nursing or faculty coordinating services on days not otherwise required as part of the contract of service with the District shall be compensated at a daily rate of 1/175th of the Faculty Member's yearly contract salary.

Section 14. Pay for Special Programs.

(a) The District and any Faculty Member may agree upon the Faculty Member's compensation for instructional or other services voluntarily performed for special programs of (1) community service, (2) non-credit or adult education courses, and, (3) specially funded programs of limited duration. Such an assignment and compensation is in addition to the Faculty Member's normal assignment and compensation as otherwise provided by this Agreement.

(b) The District may employ persons not covered by this Agreement to perform instructional or other services for such special programs and may employ persons covered by this Agreement especially for such programs and the District and any such persons will agree on the compensation for the services of such persons for such programs provided that such programs are first offered to qualified Faculty Members at the same compensation the District would pay to employed persons not covered by this Agreement.

Section 15. Pay Proration.

If a full-time Faculty Member does not complete the yearly contract of service with the District, such Faculty Member's pay will be prorated based on the number of days of service performed, provided that a Faculty Member employed on an academic year basis and who serves a complete semester shall receive not less than one-half of the yearly contract salary and the Faculty Member or the Faculty Member's estate shall be required to reimburse the District for any overpayment.

Section 16. Cooperative Career Education Pay.

(a) A full-time Faculty Member may accept an assignment to teach cooperative career education students on an overload basis in addition to the Faculty Member's regular teaching load.

(b) A cooperative career education assignment may, upon the recommendation of the Faculty Member's Dean, and with the approval of the Vice President - Instruction, be used to meet the Faculty Member's regular teaching load requirement provided that such assignment shall not exceed ten percent (10%) of the Faculty Member's regular load. A Faculty Member whose regular teaching load includes a coöperative career education assignment shall not be eligible for an overload assignment except with the approval of the Vice President - Instruction.

(c) A cooperative career education assignment during a regular semester shall be compensated based on (1) on-campus conference with student for 1 hour; (2) first on-the-job employer/instructor conference for 2 hours; (3) mid-semester in-service, preparation and record review for 1/2 hour; (4) second on-the-job employer/ instructor conference for 1-1/2 hours; (5) second on-campus student conference for 1/2 hour; and (6) end of semester in-service, preparation and record review for 1/2 hour. A Cooperative Career Education assignment during a 6-week summer session shall be compensated based on (1) first on-campus conference with a student for 1 hour; (2) on-the-job-site employer conference for 1-1/2 hours; and (3) second on-campus conference with the student for 1 hour. A Cooperative Career Education assignment for an 8-week summer session shall be compensated based on the 3-1/2 hours described in the above paragraph for a 6-week session and an additional 1/2 hour per student for a second employer conference.

(d) The number of cooperative career education students assigned to a full-time Faculty Member during a regular semester shall not exceed twenty (20), except with the approval of the Vice President - Instruction. A Faculty Member who accepts a cooperative career education assignment during a summer session shall be limited to a maximum of fifty (50) students and shall not be eligible for any other summer assignment, unless approved by the Vice President - Instruction.

(e) Except as provided in subsection (b) of this Section, a Faculty Member assigned to teach cooperative career education students during a fall or spring semester shall be compensated on a lump sum basis as provided in subsection (f) of this Section based on the hourly rate set forth in Section 7(c) of this Article times the number of assigned hours of service performed not to exceed six (6) hours per student during a regular semester or three and one-half (3.5) hours during a summer session of six (6) weeks duration or four (4) hours during a summer session of eight (8) weeks duration.

(f) Compensation for a cooperative career education assignment during a regular semester shall be paid at the end of the 14th week and at the end of the semester, after completion of the clearance procedures. Compensation for a summer session shall be paid at the end of the session after completion of the clearance procedure.

(g) Mileage will be reimbursed by the District at the rate specified in Article XVI, Section 7.

Section 17. Large Classes

(a) Instructors who agree to teach sections of classes larger than Normal Class Size as set forth in the Master Course File ("N.C.S." below), will be credited with adjusted loads in accordance with the following schedule:

Class Size	Adjusted Load
At least 1.5 x N.C.S.	1.25 x Load
At least 2.0 x N.C.S.	1.50 x Load
At least 3.0 x N.C.S.	1.75 x Load

(b) Such large classes must have prior approval of the Dean, the Department, Division Load Committee and the College Load Committee. Classes or section of classes taught as large classes in the 1984-85 Fiscal Year may continue to be taught in that manner subject to the Adjusted Load as set forth in Subsection (a), until changed by the Dean, the Department, the Division Load Committee and the College Load Committee.

(c) Classes larger than 3.0 x N.C.S. are not ordinarily offered. The load factor for classes larger than 3.0 x N.C.S. will be determined jointly by the Dean and the Department and will be subject to approval by the Division Load Committee and the College Load Committee.

(d) This section becomes effective beginning with the 1985-86 Academic Year.

Section 18. Anniversary Increments. Effective July 1, 1985 any Faculty Member who has completed 20 years of Full-time service with El Camino Community College District will be paid an anniversary increment of $1,000.00 per academic or fiscal year of service and any Faculty Member who has completed 25 years of full time service with El Camino Community College District shall receive an additional $1,000.00 anniversary increment per academic or fiscal year of service.

ARTICLE XI

Paid Leaves

The District shall grant paid leaves of absence to full-time Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, (d) judicial and official appearances, (e) quarantine, (f) personal necessity, (g) jury duty, and (h) the exchange of Faculty Members, subject to the conditions set forth in this Article. The District shall grant paid leaves of absence to Adjunct Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, and (d) personal necessity and (e) quarantine, subject to the conditions set forth in this Article.

Section 1. General Conditions.

(a) A Faculty Member who has cause to request a paid leave of absence shall make written application for such leave to the Dean of the division as far in advance as possible. For (a) bereavement; (b) sickness; (c) industrial accident or illness; (d) personal necessity subsections (1), (2), (4) and (5) as defined in Section 7 of this Article, the Faculty Member shall inform the Dean of the absence as soon as practicable. The application for leave shall state the leave category requested, the reason(s) necessitating the employee's absence, and the estimated duration of the absence.

Approval of the leave shall be in writing signed by the Dean of the Faculty Member's division. If denied, the Faculty Member will be provided with a statement in writing giving the reason(s) for such denial.

Section 2. Bereavement Leave.

(a) A Faculty Member may be absent from duty without loss of pay not to exceed three (3) duty days, or if out-of-state travel is required not to exceed five (5) duty days, to attend funeral or memorial services or to attend to the affairs of the decedent as the result of the death of a member of the Faculty Member's immediate family.

(b) If an additional period of absence from duty is required for this purpose, a Faculty Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave to the extent such leave is available to the Faculty Member as provided in Section 7 of this Article.

(c) "Immediate family" is defined as the mother, father, grandmother, grandfather, or grandchild of the Faculty Member or of the spouse of the Faculty Member; or the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the Faculty Member, or any other relative living in the immediate household of the Faculty Member.

Section 3. Sickness.

(a) A full-time Faculty Member shall be entitled to one day leave of absence for each month of contract service in a year for illness or injury without loss of pay except that no Faculty Member shall be entitled to sick leave for any day for which there is no requirement to render service to the District. A Faculty Member working less than full-time shall be entitled to days of leave of absence for illness or injury in the same ratio as that employment bears to full-time employment.

(b) A Faculty Member shall be entitled to one (1) additional day of sickness leave to be accumulated as provided in subsection (d) of this Section upon completion of a full summer session assignment.

(c) Such leave of absence may be taken during the Faculty Member's contract year of service. A Faculty Member is eligible for sick leave occurring during the summer session assignment so long as the illness or injury necessitating such leave did not begin before the start of the summer session. A Faculty Member who terminates services with the District prior to completing the full contract year of contracted semester shall be required to reimburse the District for the amount of any sick leave paid which was not fully earned at the time of termination.

(d) If such Faculty Member does not utilize the full amount of sick leave provided by subsection (a) of this Section, the amount not taken shall be accumulated from year to year. The accumulated sick leave may be used in subsequent years after full utilization of the current year's accrual.

(e) A Faculty Member who is absent from assigned duties because of an accident or illness, beyond the Faculty Member's entitlement to sick leave under subsection (a) of this Section, for a period of one hundred (100) work days (school calendar days) or less shall have deducted from the salary due the Faculty Member for that portion of the one hundred (100) day period not covered by sick leave accumulated from prior years of service, the salary paid to a substitute employed to fill the Faculty Member's position during the Faculty Member's absence, or, if no substitute was employed, the minimum salary which would have been paid to the substitute had a substitute been employed. Any portion of a day is to be considered one (1) day.

Section 4. Industrial Accident and Illness.

(a) A Faculty Member, or someone else on the Faculty Member's behalf, shall report any accident or illness of a Faculty Member arising out of employment with the District as soon as possible, but at least within twenty-four (24) hours to the Dean of the division or other designated official in the absence of the Dean.

(b) A Faculty Member who becomes disabled as the result of such accident or illness shall be granted an industrial accident/illness leave without loss of pay during the period of time the Faculty Member is unable to render service to the District. Such leave for each such disability shall be limited to a period of sixty (60) school days during a fiscal year. In the event any one such accident or illness overlaps into the next fiscal year the Faculty Member shall be limited in such subsequent year only to the amount of unused days from the prior year.

(c) A Faculty Member who receives a temporary disability award for such accident or illness under Workers' Compensation shall remit such payment for any period of time while on industrial accident/illness leave to the District.

(d) The number of days of industrial accident/illness leave to which the Faculty Member is entitled as provided by subsection (b) of this Section shall be reduced by one day for each day of absence regardless of a temporary disability award under Workers' Compensation.

(e) A Faculty Member receiving benefits under this Section shall remain within the State of California, unless the District approves otherwise.

(f) Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to sickness benefits under the provisions of Section 3 of this Article, provided that sickness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed one hundred (100%) percent of the Faculty Member's salary continuance.

Section 5. Judicial and Official Appearances.

The District will grant a leave of absence to a Faculty Member for a judicial or other official appearance in a proceeding in which the District is a party so long as the Faculty Member's appearance in such proceeding is determined by the District to be in support of the District's position in that proceeding.

Section 6. Quarantine.

A Faculty Member shall receive full salary during the period in which that Faculty Member is quarantined by duly constituted governmental authority.

Section 7. Personal Necessity Leave.

(a) A Faculty Member may be absent from duty without loss of pay for duty days not to exceed six (6) days during any year and have the absence charged to the Faculty Member's available sick leave account.

(b) For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the Faculty Member's absence from duty, which cannot be attended to outside of duty hours, and which shall be limited to one of the following reasons:

(1) The death of a member of the Faculty Member's immediate family (as defined in Section 2(c) of this Article) when the number of days of the required absence exceeds the limit provided in Section 2 of this Article.

(2) An accident involving the Faculty Member's person, property, or the person or property of a Faculty Member's immediate family (as defined in Section 2(c) of this Article) not otherwise chargeable to any other paid leave of absence for which the Faculty Member qualifies.

(3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a government or judicial agency or court of law and not covered by Section 5 of this Article, or the Faculty Member's appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.

(4) The illness of a member of the Faculty Member's immediate family (as defined in Section 2(c) of

this Article) or the birth of a child to the spouse of the Faculty Member.

(5) An imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.

(6) Other reasons submitted in writing and approved by the Dean.

Section 8. Jury Duty.

(a) A Faculty Member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury. The District reserves the right to require that the Faculty Member seek exemption from jury service or apply for postponement of jury service to a later period outside of the Faculty Member's contract of employment. The Faculty Member is required to notify the Dean of the division as soon as the Faculty Member receives notice of jury service.

(b) The District may refuse to grant paid leave for jury duty to Faculty Members at any time when two (2%) percent of the total number of employees of the District, including Faculty Members, are on paid jury duty leave.

(c) The Faculty Member serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.

(d) A Faculty Member shall be required to perform the assigned services to the District during any day or fraction thereof that the Faculty Member is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. An Instructor serving jury duty shall be required to return to assigned duties unless due to the assignment of a substitute or in the best interests of the instructional program, the Dean of the division approves otherwise.

Section 9. Exchange of Faculty Members.

A regular Faculty Member may make written application to the President to participate in a qualified exchange program, as defined in Section 87422 of the Education Code of the State of California. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange program. If the request for an exchange is not granted, the President or the President's designee will inform the Faculty Member in writing of the reasons for the denial. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the regulations of Sections 87422, 87423 and 87424 of the Education Code of the State of California concerning such leaves. The leave may not exceed one year, except by the mutual consent of the Faculty Member and the District, the leave may be extended to two years. The Faculty Member must provide the District with two full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or a one-way foreign assignment as provided in Article XII, Section 4.

ARTICLE XII

Unpaid Leaves

The District shall grant unpaid leaves of absence to regular Faculty Members for (a) extended disability, (b) religious holidays, and (c) one-way foreign assignment, subject to the conditions set forth in this Article. The District shall grant unpaid leaves of absence to full-time temporary, Adjunct and contract Faculty Members for religious holidays, subject to the conditions set forth in this Article. The District shall grant unpaid leaves to contract Faculty Members for extended disabilities subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence to regular Faculty Members for (a) professional study, research or travel, and (b) service to education, subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence for other reasons to any Faculty Member.

Section 1. General Conditions.

(a) A Faculty Member who has cause to request an unpaid leave of absence, as provided in Sections 2, 3, 5 and 6 of this Article, shall make written application for such leave to the Dean of the division as far in advance as possible. The application for leave shall state the leave category requested, the reason or reasons necessitating the Faculty Member's absence and the estimated duration of the absence. A Section 5 or 6 leave request will be referred promptly by the Dean with a recommendation to the Vice President - Instruction. If the leave is granted, the Faculty Member shall be notified in a timely manner, and if denied, the Faculty Member shall be provided with a statement in writing giving the reason(s) for such denial.

(b) The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

(c) A Faculty Member shall not be entitled to the paid leave benefits specified in Article XI during any period of unpaid leave. The Faculty Member shall, however, be entitled to salary step advancement if the Faculty Member meets the requirements of Article X, Section 4. Such period of unpaid leave will be counted toward the Faculty Member's sabbatical leave eligibility, subject to the requirements of Article X, Section 4 and Article XIII, Section 2. The Faculty Member shall not accrue any other benefits during the period of such unpaid leave, except as provided in this Article.

(d) A Faculty Member who fails to return to duty upon completion of the unpaid leave of absence may be dismissed by the District unless such Faculty Member was unable, due to causes beyond the Faculty Member's control, to return to duty, in which event the Faculty Member must report the circumstances as soon as able to do so.

Section 2. Extended Disability.

(a) If the contract or regular Faculty Member suffers an extended disability and is thereby unable to perform the assigned duties, the Faculty Member shall, upon exhaustion of paid sickness leave status as provided by Article XI, Section 3, be granted an unpaid extended disability leave.

(b) The Faculty Member's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that the Faculty Member be examined by a physician selected by the District. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the Faculty Member and the District, shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be paid by the District.

(c) The period of such leave shall be determined by the medical condition of the Faculty Member and the needs of the instructional program. Any such extended disability leave shall not exceed a period of twelve (12) calendar months provided that such leave for a contract Faculty Member shall not exceed the end of the semester in which the disability occurs. The District may grant an extension or extensions of such extended disability leave and such extension or extensions may extend beyond the period herein specified. Any such extension or extensions is subject to the requirements of subsection (b) of this Section.

Section 3. Religious Holidays.

The District shall grant unpaid leaves of absence of the Faculty Member from assigned duties on a holiday of the Faculty Member's religion. A Faculty Member who desires to be absent on a religious holiday may, in the alternative, arrange, at no loss of pay, for substitution of another Faculty Member to perform the assigned duties, without compensation, on such religious holidays subject to the approval of such arrangement by the Dean of the division.

Section 4. One-Way Foreign Assignment.

A regular Faculty Member will be granted an unpaid leave of absence for a one-way foreign assignment for a period not to exceed an academic or fiscal year. The District may, however, at its discretion, extend the leave for an additional year in an exceptional case. The Faculty Member shall submit a written request specifying the length of the leave and outlining the advantage to be accrued to the Faculty Member by the granting of such leave. To such request shall be attached a certification from the foreign entity of the Faculty Member's employment on such assignment. The initial request for such leave shall be submitted to the President no later than October 1 of the year preceding that for which the leave will be granted and shall be completed by December 1. The District shall grant no more than three (3) such leaves a year with no more than one such leave in any division. The Faculty Member must provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or an exchange of Faculty Member's leave as provided by Article XI, Section 9. The Faculty Member granted such leave shall have the time served in the one-way foreign assignment counted as time served in the service of the District in salary placement.

Section 5. Professional Research, Study, and/or Travel

The District may grant a regular Faculty Member an unpaid leave of absence for professional research, study, and/or travel. The criteria for such leaves shall be the same as for sabbatical leaves of absence as provided in Article XIII, Section 5. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

Section 6. Service to Education.

The District may grant a regular Faculty Member an unpaid leave of absence to work for an organization at the local, state or national level provided such employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

Section 7. Continuation of Benefits While on Unpaid Leave of Absence.

(a) Full-time Faculty Members granted unpaid leaves of absence of less than one-half of the working days in any month, as provided in Section 8 of this Article, shall have their medical, dental and life insurance continued for that month, and shall not be required to pay the District's portion of the cost of such coverage during such month.

(b) Full-time Faculty Members granted unpaid leaves of absence which exceed one-half of the working days in any month, as provided in Section 8 of this Article, may continue their medical, dental and life coverage for that month upon advance payment to the District of the full cost for such coverage. Continuation of insurance coverage for unpaid leaves of absence exceeding one-half of the working days in any month shall be subject to the provisions of the master insurance policies concerning the length of time that such coverage may be continued.

(c) Under Article XIV, Section 2, vacation shall not be accrued for any unpaid leave which exceeds one-half of the working days in any month.

(d) During the period of any unpaid leave of absence the Faculty Member shall not accrue sick leave as provided in Article XI, Section 3(a); however, the Faculty Member's sick leave accrued as of the commencement of such leave shall not be reduced.

Section 8. Pay Reduction.

A full-time Faculty Member's yearly contract salary will be reduced prorata for each day of unpaid leave. The daily reduction for Faculty Members employed on an academic year basis will be based on the number of days of service required in any given year as provided in Article VIII, Section 1. The daily reduction for Faculty Members employed on a fiscal year basis will be 1/22nd of each month's salary, except that when only two or less days are actually worked in any one month, the Faculty Member's pay for that month will be based on the actual number of days worked in that month.

ARTICLE XIII

Sabbatical Leaves

Section 1. Purpose.

The District shall provide sabbatical leaves of absence for full-time Faculty Members for the purpose of study.

Section 2. Eligibility.

In order to apply for a sabbatical leave, the Faculty Member must have rendered full time service requiring certification in the District for at least six (6) consecutive years immediately preceding the sabbatical leave. An approved leave of absence does not constitute a break in service but such period of time on such leave will not be counted as service rendered, except for service under a nationally recognized fellowship, or service for a foundation approved by the Board of Governors, as provided in Education Code Section 87768.

Section 3. Limitation on Leaves Granted.

No more than two percent (2%) of full-time Faculty Members may be granted traditional sabbatical leaves in any one fiscal year. An additional two percent (2%) may be granted sabbatical leaves in any one academic year; however, such additional sabbatical leaves shall be limited to a fall or spring semester leave at one-half (1/2) pay.

Section 4. Duration and Compensation.

(a) Faculty Members employed on an academic year basis granted sabbatical leave for one semester shall be paid one-half of the yearly contract salary during such semester leave. Such Faculty Member on summer sabbatical will be paid on the basis of the Faculty Member's yearly contract salary for the period set forth in subsection (c). Faculty Members employed on a fiscal year basis who are granted a one (1) semester or summer sabbatical will continue to receive full contract salary during the period of such leave.

(b) Faculty Members granted sabbatical leave for a period of one (1) academic year shall be paid one-half yearly contract salary for the academic year in which the sabbatical leave is taken.

(c) A summer sabbatical shall commence on the first Monday after the close of the academic year and shall terminate on the last Friday prior to the beginning of the following academic year, unless the District and the Faculty Member agree to a different schedule.

(d) For Faculty Members employed on a fiscal year basis, a one semester sabbatical leave shall be for 20 weeks, a one academic year sabbatical leave shall be for 40 weeks, and a summer sabbatical shall be the same as defined in the subsection (c) above.

(e) A Faculty Member who is granted a sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had the Faculty Member remained in active service.

(f) Faculty Members on sabbatical leave will be paid at the same intervals as they would for their normal pay period. The Faculty Member is responsible for making arrangements to receive the payments.

(g) Faculty Members whose sabbatical leave includes working for another employer during the leave period will have the amount of any such compensation deducted from the Faculty Member's pay from the District, except for educational expense stipends and the continuation of preexisting part-time employment income.

Section 5. Criteria and Priority.

Sabbatical Leaves shall be granted only for study. A one-semester, one year or summer sabbatical leave granted for the purpose of study shall meet one or more of the following conditions:

(a) Formal class work in pursuance of an advanced degree or to increase the applicant's proficiency in the applicant's teaching field to be six (6) graduate semester units or twelve (12) undergraduate semester units or an equivalent measured in quarter units. A summer sabbatical for the purpose of study will be four (4) graduate units or eight (8) undergraduate units or the equivalent in quarter units per summer.

(b) A foreign language Instructor's extended visit to the country in which the language the Instructor normally teaches, or will soon teach, is universally used.

(c) The writing of a textbook for which there is a commitment to publish extended by a recognized publisher.

(d) Formal class work in pursuance of proficiency in a discipline other than the Faculty Member's instructional discipline, provided that the Vice President - Instruction determines in advance that there is need of such supplemental study and approves the study program submitted by the Faculty Member.

(e) A program of independent study in the applicant's teaching field other than formal class work as described in subsection (a). Such program shall be arranged through an educational or research foundation, government agency, or an accredited institution of higher education. It shall be submitted in writing and shall be evaluated on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(f) A program of independent study for Instructors in fine arts, which program shall be submitted in writing and shall be evaluated on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(g) Priority: If the number of applications exceeds the limitation of leaves to be granted as provided by Section 3, length of service with the District or length of service since the Faculty Member's last sabbatical leave, as the case may be, will govern. If there is an equal period of service, preference will first be given to applicants who have received no sabbatical leaves from the District. Any further selection will be made by drawing names.

Section 6. Service.

Service with the District shall be defined as starting with the first day of paid service as a full-time certificated employee of the District. Service with the District for those who have been on sabbatical leave from the District shall start again with the first day of paid service upon returning from sabbatical leave. If two or more Faculty Members have equal service with the District and if one has reached the last possible time to take a sabbatical leave as provided in Section 7 of this Article, the Faculty Member shall be given preference.

Section 7. Return to Service.

(a) A Faculty Member, as a condition to being granted a sabbatical leave, shall agree in writing to render a period of service equal to two years for an academic year sabbatical, two (2) semesters for a one semester or summer sabbatical to the District after returning from the leave unless released in writing by the District.

(b) The last possible time for a Faculty Member to take a sabbatical leave will be such that the Faculty Member shall have the period set forth in subsection (a) remaining to serve the District as a regular (permanent) Faculty Member.

(c) Upon returning to service, the Faculty Member shall, unless an alternate agreement is made, be reinstated in a position equivalent in duties to that held by the Faculty Member at the time of granting of the leave.

Section 8. Payment of Compensation.

Compensation for the sabbatical leave shall be paid upon the return of the Faculty Member as provided in Section 7 unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event that the Faculty Member fails to render the agreed upon period of service to the District after returning from the leave.

A bond will be required unless the District approves a leave of absence agreement in lieu of such bond. Failure to render the required service upon return from the sabbatical leave will render a payment to the District by the Faculty Member from the sum received proportionate to the time of failure to meet the service obligation to the District as provided in Section 7.

Section 9. Accident or Illness.

A serious accident or illness which interrupts the program of study, travel, or other approved purposes, upon which a sabbatical leave has been granted shall not jeopardize the fulfillment of such sabbatical nor affect the amount of compensation to be paid such Faculty Member under the terms of such sabbatical leave, provided evidence of such accident or illness satisfactory to the District is furnished by a registered letter mailed within fifteen (15) days after the accident or illness.

Section 10. Report on Sabbatical.

Each Faculty Member returning from sabbatical leave shall file a written report with the Sabbatical Leave Committee. It is suggested that this report be planned in consultation with the Sabbatical Leave Committee before the leave is taken. When formal college credit has been earned during the sabbatical leave, an official transcript will also be required. The written report shall consist of three typewritten copies with margins and quality of paper suitable for binding.

Section 11. Applications.

(a) Appropriate deadlines for application shall be set by the Sabbatical Leave Committee and announced to Faculty Members as soon as possible after the beginning of each fall semester.

(b) Should an applicant be denied for lack of a suitable plan, the applicant will be given an opportunity to improve the plan and resubmit the application within a period of one week from the date of notification that the plan is not acceptable.

(c) Besides the two percent (2%) of the full-time Faculty Members who are allowed to be absent on sabbatical leaves of absence during one year, a list of alternates will be established each year to stand by in the event change of plans of applicants or increase in number of staff permits additional grants.

Section 12. Sabbatical Leave Committee.

The District will establish a Sabbatical Leave Committee composed of six (6) members, including three (3) Faculty Members appointed by the Federation, and will establish rules for tenure on the committee in order to provide for a continuity of membership. The Committee will set and announce deadlines, receive applications, evaluate the plans submitted, recommend to the Vice President - Instruction, prior to the close of the calendar year, those who may be granted leaves, establish a list of alternates, and receive written sabbatical reports, all as specified herein.

Section 13. Maintenance of Instructional Program.

In the event that the number of applicants from a division is large enough to cause a curtailment of the instructional program within that division, then upon recommendation of the division Dean, the District shall delay for one year the sabbatical leave(s) of the (those) applicant(s) deemed necessary. The Faculty Member(s) to be delayed shall be determined on the basis of the least service with the District and such delayed Faculty Member(s) shall have first priority in the subsequent year. The total number of sabbatical leaves so denied shall be replaced by an equal number of applicants on the list of alternates.

ARTICLE XIV

Vacations

Section 1. Allowance.

Full-time Faculty Members employed on a fiscal year basis shall be entitled to twenty (20) work days of vacation each year. In addition, each such Faculty Member shall be entitled to bonus vacation days during any fiscal year if the Faculty Member had twenty-five (25) or more days of sick leave accrued as of June 30 of the prior fiscal year. The Faculty Member will be entitled to one (1) work day of vacation in the subsequent year for each full twenty-five (25) days of such leave accrued as of June 30 of the prior year with a maximum of five (5) bonus vacation days in any one year.

Section 2. Accrual.

Vacation time will be accrued on a monthly basis with full credit for each completed calendar month of service in which the Faculty Member is in paid status for a minimum of 1/2 of the working days in such calendar month. A Faculty Member who is in paid status for less than one-half of the working days in a calendar month shall accrue vacation credit at the rate of .03846 time ratio for the Faculty Member's total annual vacation allowance to 10, times each regular hour the Faculty Member was in paid status. For purposes of this Section a "calendar month" is defined to include twenty-two (22) working days of paid status; and the number of "days in paid status" shall be twenty-two (22) minus the number of assigned work days the employee is absent without pay, except that when only two (2) or less days are actually worked in any one month, the "days in paid status" shall be the actual number of days worked. "Hours in paid status" is defined to be the product of days in paid status times the Faculty Member's regular work hours per days.

Section 3. Accumulation.

Each July eligible Faculty Members will be notified by the District of their June 30 accrued vacation credits. No more than thirty (30) days of that June 30 accrued vacation credited may be continued beyond December 31 of that year. Under this procedure those June 30 vacation days beyond thirty (30) at the close of business on December 31 each year will be eliminated and the total vacation credits reduced to thirty (30) days, except for any additional vacation days which may have been accrued but not used for service since that June 30.

Section 4. Scheduling.

A Faculty Member shall submit a request in writing for vacation time as far in advance as feasible to the Dean of the division. In deciding whether to approve or disapprove a specific request, the Dean shall first consider the staffing needs of the department, but shall also be aware of the personal needs of the individual presenting the request. Faculty Members shall be allowed to take vacation while school is in session as well as at times when classes are not meeting. If the division's work load is such that certain periods of the year are critical, the Dean may block out those periods for vacations provided that the periods so blocked out do not exceed a total of ninety (90) calendar days in any given year. The District may require Faculty Members to schedule not to exceed three (3) days of vacation time during the winter recess. The District shall notify Faculty Members of this requirement by July 1.

Section 5. Termination.

Upon leaving the employment of the District, a Faculty Member shall be entitled to a lump-sum compensation for all earned and unused vacation at the Faculty Member's current salary. Payment for accrued and unused vacation upon termination shall be made up to the accrued number of vacation days not to exceed thirty (30). Time off for earned and unused vacation may not be taken in lieu of payment following the last full day worked.

ARTICLE XV

Holidays

Section 1. The District shall provide the paid holidays set forth below to full-time Faculty Members employed on a fiscal year basis. To be eligible for holiday pay the Faculty Member must be in paid status either on the work day preceding or the work day succeeding the holiday provided the Faculty Member was in employed status on the holiday. The District holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Two additional holidays in accordance with the adopted calendar.

Section 2. When a holiday herein falls on a Sunday, the following Monday shall be observed as the holiday; similarly, when a holiday herein falls on a Saturday the preceding Friday shall be observed as the holiday.

ARTICLE XVI

Professional Meetings and Conferences

Section 1. General.

The District encourages Faculty Members to attend professional meetings and conferences related to the District's educational program and the Faculty Member's professional growth.

Section 2. Budget Allocation.

Each fiscal year the District will budget a conference and travel fund for Faculty Members to be administered as herein provided. The fund will amount to a sum equivalent to One Hundred Dollars ($100.00) times the number of Full-time Faculty Member positions provided for that year. ($50.00 for the fiscal year 1986-1987). The fund will be utilized to pay the cost, or a portion of the cost, of the Faculty Member attending a professional meeting or conference and may include such expenses as registration fees, meal and lodging expenses and travel expenses.

Section 3. Administration of the Fund.

The District's conference and travel fund for Facility Members will be divided into three parts to be administered as herein provided. One-half of the fund will be allocated to the College's academic divisions proportionate to the number of Full-time Faculty Members in each respective division (plus that amount required so that no division will be allocated less than One Thousand Dollars ($1,000.00) per year) and shall be administered by the Deans of the divisions as provided in Section 4. One-fourth of the fund will be allocated to the Vice President - Instruction. The fund administered by the Vice President - Instruction will be utilized for (1) Conferences of a general import to the College, and (2) Conferences that the District requests a Faculty Member to attend as its representative. An additional one-fourth of the fund will be allocated to the College Conference Committee, provision for which is set forth in Section 5 of this Article.

Section 4. Faculty Member Requests.

A Faculty Member who desires to attend a conference should submit a request in writing to the Dean of the division at least one (1) month prior to the conference. Requests will be reviewed by a committee chaired by the Dean of the division, a Faculty Member appointed by the Federation representative of the division, and a Faculty Member appointed by the Dean. If the request is deemed appropriate by the committee, it will be submitted to the President for approval and action. The committee may refer the request to the Vice President - Instruction or the College Conference Committee, if appropriate. The Committee will provide the

Faculty Member whose request is not approved with a written explanation. Faculty Members utilizing this fund will agree to make a reasonable effort to minimize the cost of substitutes by arranging for their classes to be covered by other Faculty Members, arranging class assignments to appropriately utilize student's time, or by arranging departure times to minimize missing classes whenever possible.

Section 5. College Conference Committee

A College Conference Committee shall be established composed of two (2) Deans appointed by the Vice President - Instruction and (3) three Faculty Members appointed by the President of the Federation. The three Faculty Members appointed by the Federation will be selected from divisions other than those represented by the two Deans. The Committee members shall serve for the term of this Agreement. This Committee shall have the duty to monitor the practices of the divisions of the College pursuant to Section 4 and shall have the additional responsibility of allocating funds to (1) Special situations which require the allocation of substantial expenses, and (2) Conference expenses for Faculty Members in any division which has utilized its fund and where allocation for additional funds is desirable.

Section 6. District Appointments

The District may appoint a Faculty Member, with the Faculty Member's consent, as its representative to a conference. If a Faculty Member is approved for attendance at a conference, the Faculty Member will be entitled to attend the conference without loss of pay or benefits. The District may approve attendance for a conference without providing any reimbursement for expenses.

Section 7. Reimbursements.

If expenses are authorized, the following rules shall apply:

(1) Faculty Members will travel jet economy air coach or by authorized alternative means.

(2) Faculty Members authorized to use a private car with expenses paid shall be reimbursed at the rate established by the District for business travel, but in no case will such mileage expense exceed the cost of jet economy air transportation plus ancillary ground expenses.

(3) If two or more Faculty Members attend a conference and travel together by private automobile, only the individual furnishing the car will be compensated for transportation expenses.

(4) Requests for reimbursement of expenses shall be for actual authorized expenses and shall be made on the appropriate expense form.

Section 8. Reports.

Written reports of conferences attended at District expense shall be submitted to the divisional dean.

ARTICLE XVII

Insurance Benefits

Section 1. Medical Insurance.

The District will maintain the medical insurance plan for full-time Faculty Members as in effect at the date of execution of this Agreement. The District will pay the monthly premium for each eligible Faculty Member.

Section 2. Dental Insurance.

The District will maintain its current dental insurance plan for full-time Faculty Members. The District will pay the monthly premium for each eligible Faculty Member.

Section 3. Optional HMO Plan.

The District will make available to full-time Faculty Members one or more HMO Plans as an alternative to the District's medical and dental insurance plans as provided in Sections 1 and 2 of this Article. The District will pay the cost of such optional plan(s) up to the amount of the premium that the District pays for the plans specified in Sections 1 and 2 of this Article. As of an established date each year, Faculty Members may switch coverage between the District's medical insurance plan as provided in Sections 1 and 2 and any HMO Plans as provided in this section.

Section 4. Dependent Coverage.

The Faculty Member may elect to have eligible dependents covered under the District's medical and dental insurance as provided by Sections 1 and 2 of this Article in which case the District shall pay seventy percent (70%) of the cost of such coverage. If the Faculty Member is covered by any HMO Plan as provided by Section 3 of this Article, the District shall pay the cost of such dependent coverage up to the amount of the monthly premium the District pays for dependent coverage under its medical and dental insurance plans as provided in Sections 1 and 2 of this Article.

Section 5. Life Insurance - AD&D.

The District will maintain its life insurance and accidental death and dismemberment insurance plan. The District will pay for the cost of such coverage.

Section 6. Short-Term Disability Income Insurance.

The District will continue to make available to full-time Faculty Members a short-term disability income insurance plan. The Faculty Member who elects coverage by this plan shall pay the entire cost of such coverage.

Section 7. Tax Sheltered Annuity.

The District will provide a tax sheltered annuity of $420 for each full year of completed service to each full-time Faculty Member not electing dependent insurance coverage.

Section 8. Retiree Medical Insurance.

The District will provide medical insurance for any full-time Faculty Member who retires pursuant to the regulations of the California State Teacher's Retirement System after reaching age fifty-five (55) under Article XIX, Section 1, or Section 2, from the time of retirement until reaching age sixty-five (65) and provided the Faculty Member remains fully retired. The District will also make available to such a retiree medical insurance for eligible dependents with the cost of such coverage to be borne by the retiree, provided such option for dependent coverage is made when the retiree is first eligible.

Section 9. Consultation on Change of Program.

The District may for good and sufficient cause change any insurance carrier providing insurance benefits as set forth in this Article during the term of this Agreement or may partially or wholly "self-insure" such benefits, subject to prior consultation with the Federation, which in the course of such consultation shall have full access to any material information concerning the cause for such change and the alternatives available. At the request of either party, such consultation may include meetings with a representative of the District's insurance carrier. The total benefit package provided as a result of any such change shall be approximately as beneficial to Faculty Members as the existing programs.

Section 10. Refund of Premiums.

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

Section 11. Voluntary Tax-Sheltered Annuities.

A full-time Faculty Member may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation Code, and the Education Code, voluntarily elect to purchase a tax-sheltered annuity or annuities and enter into an amendment of his contract of employment for this purpose and effect a corresponding reduction in salary.

Section 12. Voluntary Employee Organization Insurance Plans.

The District shall deduct monthly from a Faculty Member's earnings, where such deduction has been requested by the Faculty Member in a revocable written authorization, for payment of premiums for a group life or disability insurance plan available to the Faculty Member as a result of membership in any employee organization. The written authorization or revocation notice shall be on file with the District at least thirty (30) days in advance.

Section 13. Medical Insurance Contribution.

Any full-time Faculty Member who has completed Ten (10) or more years of service with the District and who is determined by the California State Teacher's Retirement System to be totally disabled and is awarded disability benefits by the California State Teacher's Retirement System, shall be eligible to continue medical coverage in the District's medical insurance plans available to Faculty Members with the cost of such coverage to be borne by the disabled individual. The disabled individual must elect to continue such coverage at the time District sponsored coverage would otherwise lapse and such coverage will remain in effect, subject to the payment of the premium cost by such disabled individual, until the individual attains the age of 65 or chooses at an earlier age to discontinue making payment.

ARTICLE XVIII

Pre-Retirement Program

Section 1. Purpose and Implementation.

In accordance with State law, the District has established and will continue to implement a pre-retirement program so long as such a program is authorized by law. This program allows full-time Faculty Members approaching retirement to elect a reduced work load program as set forth in this Article.

Section 2. Eligibility.

In order to participate in this program, a Faculty Member must meet the following conditions:

(a) The Faculty Member must have been employed by the District as a Faculty Member for at least ten (10) years, of which the immediate preceeding five (5) years were full-time employment as defined by the State Teacher's Retirement System (STRS).

(b) At the time the Faculty Member begins participating in the program, the Faculty Member must be at least fifty-five (55) years of age.

(c) The Faculty Member must agree to retire and terminate all services with the District at the conclusion of the pre-retirement program, which program will not exceed five (5) years.

(d) The Faculty Member must make application for participation in the program to the District by February 1 of the contract year preceding the contract year in which the program begins.

Section 3. Work Load and Compensation.

A pre-retirement program for any eligible Faculty Member will require a reduction in the Faculty Member's normal assignment and will require a commensurate reduction in the yearly contract salary. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the Faculty Member's yearly contract of employment during the last year of service in a full-time position. Work assignments for Faculty Members on the program will be made pursuant to the following rules:

(a) An Instructor employed on an academic year basis on the program may be assigned to teach, as a minimum:

(1) 100% one semester and 0% the second semester.

(2) 50% each semester, or

(3) Any teaching assignment that will average 50% or more for two semesters of an academic year.

(b) A Nurse, Librarian, Counselor or Faculty Coordinator employed on an academic year basis or a

Counselor employed on a fiscal year basis may be assigned to work, as a minimum any combination of work hours, days, and months in the yearly assignment excluding that year's prorata vacation entitlement so as to equal at least a fifty percent (50%) work assignment. The participant will receive that percentage of the annual vacation entitlement for that year as the percentage of reduced assignment bears to a 100% assignment. The specific schedule shall be subject to prior agreement between the Dean of the division and the Faculty Member who participates in the program to insure that peak periods of need are adequately covered.

Section 4. Maintenance of Benefits.

The District will provide a Faculty Member on this program with the same benefits provided full-time Faculty Members as set forth in Article XVII, Insurance Benefits. The District and the Faculty Member on the program shall agree to make contributions to the State Teacher's Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as are necessary to pay the Faculty Member's 100% retirement contribution.

Section 5. Sick Leave.

The amount of sick leave earned by the Faculty Member on the program will vary directly to the percent of part-time employment -- that is, 50% employment will yield sick leave of 50% of ten (10) days or five (5) days of full-time sick leave, or ten (10) days of 50% sick leave. A Faculty Member on the program who utilizes sick leave will have his earned sick leave reduced on the same basis as a full-time Faculty Member.

Section 6. Sabbatical Leave.

A Faculty Member participating in the program is not eligible for sabbatical leave. A Faculty Member who has returned from sabbatical leave may participate in the program at any time after returning from such leave so long as the total fractional time employed by the District thereafter is equal to the required period of post-sabbatical leave service required by Article XIII, Section 7.

Section 7. Summer Session.

A Faculty Member participating in the program is not eligible for summer session priority as provided in Article IX.

Section 8. Adoption and Revocation.

A Faculty Member who elects to participate in the pre-retirement program shall be required to enter into an Agreement with the District respecting the terms and conditions of the Faculty Member's program, which agreement can be revoked only with the mutual consent of the District and the Faculty Member.

ARTICLE XIX

Retirement, Disability and Resignation

Section 1. Retirement.

Faculty Members may elect to retire pursuant to the provisions of the State Teacher's Retirement System and upon such retirement the Faculty Member's service with the District shall be considered terminated due to the Faculty Member's taking retirement.

Section 2. Disability.

A Faculty Member who is determined to be disabled by the State Teacher's Retirement System and who is approved for a disability allowance shall be considered upon such approval to be terminated due to disability.

Section 3. Retirement Contribution.

Faculty Members are required to contribute to the California State Teacher's Retirement System as provided by State Teacher's Retirement Law. The District will contribute such sums to the State Teacher's Retirement System as are required by law.

Section 4. Resignation.

The District shall accept a Faculty Member's voluntary resignation from the appointment effective at the end of the academic year, fiscal year, or the end of the summer session, as the case may be, provided that the Faculty Member submits a written notice of such resignation to the Dean of the division at the earliest opportunity but not later than June 1 of the year. The President or designee shall be empowered to accept in writing the resignation and shall waive the time when the resignation shall take effect, subject to approval by the Board of Trustees. Prior to Board approval, the Faculty Member may withdraw the resignation, subject to the agreement of the President or designee.

ARTICLE XX

Procedures for Faculty Evaluation

The purpose of this Article is to improve instruction, counseling, and other educational services assigned by the District through the periodic evaluation of contract and regular, Adjunct, and full-time temporary Faculty Members.

Section 1. Evaluation of Contract (Probationary) Instructors.

(a) Panel. Each contract Instructor will be evaluated each semester by an evaluation panel with this exception: the evaluation process is not required during the fourth semester if the contract Instuctor has been evaluated as satisfactory during the three prior semesters. The panel will be chaired by the Dean of the Instructor's division. The panel shall consist of the Dean, a regular Instructor appointed by the Dean, and a regular Instructor appointed by the Instructors on the evaluatee's screening committee. All panel members will serve for at least one (1) year.

(b) Special Responsibilities. The screening panel which recommended the hiring of the contract Instructor shall set forth in writing (normally no later than the end of the fourth week of the semester) those special responsibilities applicable to the position for which the contract Instructor was employed, and upon which the contract Instructor shall be evaluated in addition to the responsibilities generally outlined in Appendix A, Position Description - Instructor. The Dean shall provide the Instructor with a copy of such special responsibilities.

(c) Self Evaluation. Each Instructor shall prepare a written self-evaluation report and present copies to all panel members one (1) week before the evaluation meeting. The report shall include, but may not be limited to:

1. Objectives for the continued improvement of instruction based on the job description (Appendix A) and any special responsibilities, the results of the student survey, a self-examination teaching (or appropriate) methods, student achievement, and whatever other factors the panel deems relevant.
2. Professional growth activities.
3. To what extent the objectives for the improvement of instruction stated in the evaluatee's last report have been met.

(c) Student Evaluation. A student survey shall be administered by the Dean or designee each semester to all students. The Dean's designee shall not be the evaluatee or an Instructor, except in unusual circumstances. This survey shall be one which has been developed and approved by the Dean and the faculty of the division and/or department in which the instructor teaches. Additional questions may be added to the questionnaire if the panel and evaluatee agree. The questionnaire will be administered to all classes during the ninth week of the semester. Exceptions may be made for those courses that are less than one semester in length, or when the evaluatee is not available for a substantial portion of the semester. The results of all surveys must be returned to the Instructor one week before the evaluation conference.

(e) Peer Evaluation. All members of the evaluation panel are required to make at least one classroom or other work place observation, as appropriate, each semester and submit a written report thereof to the Dean.

(f) Evaluation Conference. An evaluation conference will be scheduled by the Dean each semester (normally no later than the end of the 14th week of the semester), at which all members of the evaluation panel must be present. The conference will deal with but not be limited to the items listed in the evaluatee's self-evaluation report. The basis upon which any negative comments are made will be discussed and assessed at such conference. A short continuance of the conference will be granted if the evaluatee needs additional time to respond to items raised at the conference. At the evaluatee's request a Federation representative may attend the conference; however, a scheduled conference will not be postponed to accommodate such attendance.

(g) Evaluation Report. After the conference, the Dean will submit to the Vice President, with copies to the Instructor and the President, a copy of the evalautee's self-evaluation report, any additional reports deemed necessary by the panel, a statement signed by the panel recommending for or against continued employment of the evaluatee and the reasons for such recommendation. In addition, the evaluatee or member of the panel may submit a written signed statement of a dissenting opinion, which statement shall include reasons for the disagreement. The report shall not include any items of a derogatory nature respecting the evaluatee unless such items are discussed at the evaluation conference and the evaluatee is given an opportunity to respond to any such items.

(h) Full-Time Temporary Instructors. Full-time temporary Instructors will be evaluated as provided in this section.

Section 2. Evaluation of Regular (Permanent) Instructors.

(a) Panel. Every two (2) years each regular Instructor will be evaluated by an evaluation panel, or the Instructor may exercise the option of requesting the Dean, with the Dean's concurrence, to act as the sole evaluator. The panel, if chosen, shall consist of the Dean, and a regular Instructor appointed by the Dean and a regular Instructor appointed by the Dean from a list of three (3) candidates submitted by the evaluatee from the evaluatee's own division. Regular Instructors may be subject to the formal evaluation procedures for cause at a time other than the normal evaluation schedule subject to the approval of the Vice President - Instruction and provided that at least one semester has passed since the last evaluation.

(b) Self-Evaluation. Each Instructor shall prepare a written self-evaluation report and present copies to all panel members one (1) week before the evaluation meeting. The report shall include, but may not be limited to:

1. Objectives for the continued improvement of instruction based on the job description (Appendix A) and the results of the student survey, a self-examination of teaching (or appropriate) methods, student achievement, and whatever other factors the panel, or if there is no panel, the Dean, deems relevant.
2. Professional growth activities.

3. To what extent the objectives for the improvement of instruction stated in the evaluatee's last report have been met.

(c) Student Evaluation. A student survey shall be administered and shall be the same as set forth in Section 1(d) of this Article.

(d) Peer Evaluation. If all the members of the evaluatee's evaluation panel agree to the desirability of classroom or other work place observation of the evaluatee, each will make at least one visit, with prior notice to the evaluatee, and will submit a written report thereof to the Dean. It is understood that the Dean has the prerogative to make a visit at any time.

(e) Evaluation Conference. The evaluation conference will be scheduled by the Dean. If a panel is used, all members must be present. The conference will deal with but not be limited to the items listed in the evaluatee's self-evaluation report. The basis upon which any negative comments are made will be discussed and assessed at such conference. A short continuance of the conference will be granted if the evaluatee needs additional time to respond to items raised at the conference. At the evaluatee's request a Federation representative may attend the conference; however, a scheduled conference will not be postponed to accommodate such attendance.

(f) Evaluation Report. After the conference, a statement recommending that the Instructor's performance is judged to be satisfactory, or in need of continued evaluation, and the reasons for such recommendation, shall be submitted to the Instructor. The evaluatee or a panel member may submit a written signed statement of the dissenting opinion, which statement shall include reasons for the disagreement. All reports will be submitted to the Vice President with copies to the President. The report shall not include any items of derogatory nature respecting the evaluatee unless such items are discussed at the evaluation conference and the evaluatee is given an opportunity to respond to any such items.

(g) If the Faculty Member is identified as in need of continued evaluation by the Dean, a panel will be formed which will include the Dean and two (2) regular Faculty Members, one (1) appointed by the Dean from within the division and one (1) selected by the division representative of the Federation. If this decision was made by a panel, its members will be retained for continued evaluation. The Faculty Member to be evaluated may disqualify one (1) of the two (2) panel members initially chosen and the person disqualified shall be replaced using the same process with no further right to disqualification. The Faculty Member shall not be informed of which selection method resulted in the selection of either panel member, nor shall panel members be informed of their selection until the Faculty Member has had an opportunity to exercise the disqualification option. This panel will work with the Faculty Member for not more than two (2) semesters after the one in which the rating was assigned. The rating will then be changed to satisfactory or requires further evaluation. The panel may conduct appropriate observations of the Faculty Member, administer student surveys as appropriate, hold conferences with the Faculty Member, and require the Faculty Member to present other materials such as student records and tests.

(h) If the Faculty Member is identified as in need of further evaluation, an evaluation team will be selected. The team shall include the Vice President, who shall chair the team, the Dean of the division and three (3) regular Faculty Members. The three (3) Faculty Members shall be appointed by the President of the Federation from a list of seven (7) regular Faculty Members (at least five (5) of whom are from the evaluatee's division) submitted by the Vice President. The Faculty Member has the right to disqualify one (1) of those Faculty Members initially appointed to the team. The team members will not be informed of their appointment until the Faculty Member has had an opportunity to exercise the disqualification option. The team members may observe the Faculty Member as many times as is necessary, conduct any type of student and/or peer survey that may be helpful in analyzing the Faculty Member's performance, and may hold conferences as the panel deems necessary with the Faculty Member for the purpose of discussing their findings and recommendations.

(i) The evaluation team shall prepare a written report with recommendations, which report will be signed by the Faculty Member and by each member of the evaluation team. The Vice President may assign the drafting of the report to a member of the team. If the evaluation team concludes that the Faculty Member has made the necessary improvement, the evaluation will be determined to be satisfactory. If at least four (4) members of the evaluation team conclude that the Faculty Member has not made sufficient improvement, suspension or dismissal will be recommended. The report will be submitted to the President with copies to the Faculty Member, the Vice President and the Dean. Such report will be submitted not later than fifteen (15) days following the second semester of further evaluation. If the Faculty Member or any member of the team does not concur with the report, such individual may submit a written, signed statement of the dissenting opinion, which statement shall include the reasons for the disagreement.

(j) If a regular Faculty Member is deemed in need of continued evaluation or further evaluations, the Faculty Member will not be eligible for sabbatical leave unless and until the Faculty Member has been determined to be satisfactory, except that the District may approve a sabbatical leave for such Faculty Member if it determines that such sabbatical leave would assist the Faculty Member in obtaining a satisfactory evaluation. In addition, the Faculty Member will not be eligible for summer school, overload, or any assignment beyond a regular load.

Section 3. Faculty Members Other Than Instructors.

Evaluation of Faculty Members (whether Full-time or Part-time) who are not Instructors shall generally follow the procedures set forth in Sections 1 and 2. If the student and peer evaluation procedures set forth in Sections 1 and 2 are deemed inappropriate, alternative procedures will be established by the Faculty Member(s) in a particular position and the responsible Administrator. Such procedure shall be submitted to the Evaluation Procedures Committee for approval. In the event that agreement on procedures is not reached between the Faculty Member(s) and the responsible Administrator by the end of the fourth (4th) week of the semester, the Evaluation Procedures Committee shall determine the procedure to be utilized in time for the evaluation to proceed. In the event of a tie vote by the Committee, the Vice President - Instruction shall cast the deciding vote. Once procedures have been established in any given division or department the procedures will carry over from semester to semester and year to year unless either the concerned Faculty Member(s) or the concerned Administrator desires a change, in which event the method described in this Section will be utilized.

Section 4. General Conditions.

(a) All records and reports of the evaluation procedure will be retained by the District in the Faculty Member's personnel file and such reports and records may be utilized in any proceeding subject to the provisions of the Education Code.

(b) A Faculty Member may not be required to serve on more than one evaluation panel or one evaluation team each semester.

(c) A Faculty Member who is undergoing continued evaluation shall not be eligible to serve on any evaluation panel or evaluation team until the Faculty Member's evaluation is concluded as satisfactory. Any Faculty Member who at any time undergoes further evaluation will not be eligible to serve on any evaluation panel or evaluation team until the Faculty Member has received three (3) successive satisfactory evaluations.

Section 5. Evaluation Procedures Committee.

An Evaluation Procedures Committee of six (6) persons, three (3) appointed by the District and three (3) appointed by the Federation, will be constituted to evaluate the effectiveness of these procedures and to make recommendations to the District and the Federation for any change.

Section 6. Student Questionnaires.

A copy of any student survey developed by a division and/or department to be used in the evaluation of Faculty Members shall be sent to the Evaluation Procedures Committee. It will be the responsibility of this Committee to periodically review these questionnaires and suggest changes, if appropriate.

Section 7. Adjunct Faculty Members.

(a) Adjunct Faculty Members shall be evaluated during the first semester of employment and at least one additional time during the next three (3) semesters of employment. Thereafter, Adjunct Faculty Members will be evaluated every two (2) years. The Dean may serve as the sole evaluator or may select a regular Instructor to assist in the evaluation. No full-time Faculty Member, other than administrative interns, shall be required to evaluate more than two (2) Adjunct Faculty Members during any academic semester.

(b) The evaluation shall include but not be limited to the followng items:

(1) Student Evaluation. A student survey shall be administered and shall be the same as set forth in Section 1(d) of this Article.

(2) Classroom/Work Place Evaluation. The Dean and/or the regular Instructor, if appointed, shall make at least one classroom or other work place observation.

(3) Self-Evaluation. Each Adjunct Faculty Member shall make a written self-evalua- tion report and present copies to the Dean and/or regular Instructor. The report shall include, but may not be limited to:

(i) Objectives for the improvement of instruction based on the job description and the results of the student survey, a self-examination of teaching methods, student achievement, and whatever other factors are deemed relevant.

(ii) Professional growth activites.

(iii) The extent to which the objectives for the improvement of instruction stated in the evaluatee's last report have been met.

(4) Evaluation Conference. An evaluation conference will be scheduled by the Dean if the evaluatee requests such a conference or if the Dean decides that a conference is desirable. At the conference, the regular Instructor, if appointed, shall be present. The conference will deal with, but not be limited to, the items listed in the evaluatee's self-evaluation report. The basis upon which any negative comments are made will be discussed and assessed at such conference. A short continuance will be granted if the evaluatee needs additional time to respond to items raised at the conference. At the evaluatee's request a Federation representative may attend the conference; however, a scheduled conference will not be postponed to accommodate such attendance.

(5) Evaluation Report. After the conference or before the end of the semester a statement recommending that the Adjunct Faculty Member's performance is judged to be satisfactory or in need of improvement, and the reasons for such recommendation, shall be submitted to the Adjunct Faculty Member.

The evaluatee or panel member, if any, may submit a written signed dissenting opinion to the Dean, which statement shall include reasons for the disagreement. The report shall not include any items of a derogatory nature respecting the evaluatee unless such items are discussed at the evaluation conference and the evaluatee is given an opportunity to respond to any such items. All reports will be placed in the Adjunct Faculty Member's District Personnel File.

Section 8. General.

Where appropriate an Associate Dean, when assigned by the Vice President-Instruction or Vice President-Student and Personnel Services, will perform the duties of the Dean as provided in this Article. The Faculty Member will be informed in writing at the beginning of the semester of evaluation as to the Dean or Associate Dean who will be responsible for the Faculty Member's evaluation.

ARTICLE XXI

General Provisions

Section 1. Personnel Files.

(a) There shall be one (1) official District personnel file for each Faculty Member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District.

(b) The material in the file shall be made available for the inspection of the Faculty Member to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the Faculty Member, (2) prepared by identifiable selection or evaluation committee members, or (3) obtained in connection with a promotional evaluation.

(c) A Faculty Member shall have the right to inspect the file, except as provided in subsection (b) of this Section upon written request. A representative of the Federation, chosen by the Faculty Member, may at the Faculty Member's request, accompany the Faculty Member in this review. The review shall he made during normal business hours and at a time when such Faculty Member or Members are not otherwise required to render service to the District.

(d) Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.

(e) Information of a derogatory nature, except that listed under subsection (b) of this Section shall not be entered or filed unless and until the Faculty Member is given notice and an opportunity to review and comment thereon. Such comments, including any supporting documents, submitted in writing by the Faculty Member, and/or the Federation if requested by the Faculty Member, shall be attached and filed accordingly. Such review shall take place during normal business hours, and the affected Faculty Member shall be released from duty for this purpose, if necessary, without salary reduction.

(f) Official District personnel files shall also be available to the Board of Trustees, the Superintendent/President, the Assistant Superintendents/Vice Presidents, the Director of Personnel Services, the Dean or Associate Dean of the Faculty Member's division, and to any confidential employee of the District designated to receive such files. No other party shall have access to a Faculty Member's file, except as the result of a legal proceeding, without the written authorization of the Faculty Member.

Section 2. Medical Examinations.

(a) If the District has reasonable cause to believe that a Faculty Member's ability to perform the assigned duties is impaired by a physical, mental, or emotional disease or condition, the District shall informally discuss this concern with the Faculty Member involved and may, if deemed appropriate, suggest that the Faculty Member seek appropriate professional assistance.

(b) If the Faculty Member does not show adequate improvement, over a reasonable period of time, in the performance of the assigned duties, the Superintendent - President may require the Faculty Member to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician, or clinical psychologist selected by the District and specializing in the area of concern. The Faculty Member may request that the psychiatrist, physician or clinical psychologist selected by the District and a psychiatrist, physician, or clinical psychologist chosen by the Faculty Member select a third such professional to conduct the examinations which shall be at District expense. The Faculty Member shall be required to execute a release so that the clinical psychologist, physician, or psychiatrist may make a confidential report of the findings to the Superintendent - President. In the event the report concludes that the Faculty Member is able to perform the assigned duties, the report shall be destroyed.

(c) A required examination shall be deferred in the event the Faculty Member chooses to take the matter to grievance pending the outcome of the grievance process. Any grievance arising under this Section will begin at Step 2 of the grievance procedure.

(d) Nothing herein shall preclude the District from taking action pursuant to Education Code Section 87738.

Section 3. Home Address/Telephone Number.

Faculty Members are required to keep on file their current home addresses and telephone numbers in the office of the Dean of their division and in the Personnel Office.

Section 4. Non-Discrimination.

The District and the Federation agree not to discriminate against any Faculty Member on the basis of race, color, religion, national origin, sex, age, marital status, handicap, service as a Viet Nam era veteran, or membership or non-membership in any faculty organizations.

Section 5. Budget Requests.

The District shall establish a procedure whereby each contract and regular Faculty Member will have an opportunity once each academic year to submit written budget requests and recommendations to the Dean of the division, who shall consider such requests and recommendations in making recommendations to the appropriate officials of the District. The Faculty Member may retain a copy of such request.

Section 6. Committee Meetings.

Faculty Members who are serving on committees established or recognized by this Agreement, or on committees established by the District, will receive released time without loss of compensation if the committee meeting conflicts with the Faculty Member's class or office hour schedule; however, it is understood that committee meetings shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty Member involved.

Section 7. Credential Requirements.

A Faculty Member is required to hold a valid California credential authorizing employment by the District in the position to which the Faculty Member is assigned. The Faculty Member is responsible for obtaining and maintaining the currency of the credential. Each and every California credential authorizing community college service held by a Faculty Member must be registered in the office of the Los Angeles County Superintendent of Schools before any Faculty Member shall receive pay from the District. Credential application forms will be available in the Personnel Division Office.

Section 8. Tuberculosis Examination.

(a) An X-ray of the chest or a tuberculin skin test shall be required of each Faculty Member every four (4) years between July 1 and December 31, and the results of such examination shall be filed with the Personnel Division. The cost of the examination shall be paid by the District providing that it is administered by the College Health Center or medical center retained by the District for this purpose.

(b) If a tuberculin skin test of a Faculty Member shows a "positive" reaction, the Faculty Member shall be required to have a chest x-ray examination.

(c) If the examination results in a finding that the Faculty Member is suspected of having active tuberculosis, the Faculty Member shall be immediately released of all duties, granted any paid leave benefits to which he may be entitled under Article XI, and shall be reinstated only after conclusive evidence is presented that the Faculty Member is free of active tuberculosis.

(d) A Faculty Member may file an affidavit with the Personnel Division stating that the Faculty Member adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization, and in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion, and that to the best of the Faculty Member's knowledge and belief that active tuberculosis is not present and request that an examination hearing be held before the Board of Trustees.

Section 9. Parking.

Parking spaces will be provided Faculty Members on District premises. For the term of this Agreement there will be no charge for such parking. The District will consult with the Academic Senate on staff parking, including necessary safety precautions.

Section 10. Confidentiality.

Consistent with the ethical standards of the student counseling profession, the confidentiality of the counseling relationship between a counselor and the student counseled shall be respected by all parties.

Section 11. Keys.

Faculty Members will be required to reimburse the District for lost keys at the District's cost of such keys.

Section 12. Harassment.

(a) If any Faculty Member has a complaint that the Faculty Member is being harassed, the following procedure will be followed:

1. The Faculty Member will file his or her complaint with the Director of Personnel Services or Affirmative Action Officer who shall direct the matter to the appropriate Vice President.

2. The Vice President will promptly investigate and/or conciliate the matter and take action deemed appropriate.

3. If the Faculty Member is not satisfied with the Vice President's resolution of the matter, an appeals board shall be convened to review the matter and to make its findings and recommendations to the President of the College. This board shall consist of a District appointee, a Federation appointee and a third party mutually agreed upon by the District and Federation appointees.

(b) This procedure of resolution of harassment complaints is not to be utilized as a substitute for the procedure which the District has established to handle claims of sexual or discriminatory harassment. Access to this procedure does not preclude the Faculty Member from filing a grievance pursuant to Article XXII, Grievance Procedure, of this Agreement. The procedure set forth in this section is intended to redress situations that do not constitute alleged violations of this Agreement and are not of such a nature as to invoke the District's procedures related to sexual and/or discriminatory harassment. An allegation of harassment may not be used as the sole basis for a grievance, but may be cited as an aggravating cause in grieving another provision of this agreement.

ARTICLE XXII

Grievance Procedure

Section 1. A "grievance" is defined as a claim by a Faculty Member that the District has violated a provision of this Agreement and that by reason of such violation the Faculty Member has been adversely affected. It is expressly understood that (a) any dispute concerning the provisions of Article I, Recognition, and, (b) any dispute arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article II, Rights of the District, or any other rights of the District not expressly limited by the terms of this Agreement, and (c) any action taken pursuant to Article VI, Section 3, and (d) any dispute arising out of Article XXIV, Work Stoppage, is specifically excluded from the Grievance Procedure.

Section 2. A Faculty Member may file a written grievance pursuant to Section 3 of this Article only after the Faculty Member has first discussed the complaint with the Dean of the division and has provided the Dean with an opportunity to resolve the complaint. When the Dean receives notice of the Faculty Member's complaint, the

Dean shall meet with the Faculty Member as soon as possible but not later than five (5) working days. The Dean and the Faculty Member will discuss the complaint and make an earnest effort to resolve it.

Section 3. Any complaint that is not resolved and which complaint constitutes a grievance as defined in Section 1, must be processed by the Faculty Member in accordance with the following procedure:

Step One. The Faculty Member shall reduce the grievance to writing on a mutually agreed form provided by the District and shall submit the grievance to the Dean of the division. The grievance shall be submitted to the Dean within fifteen (15) working days from the date the Faculty Member discovered the facts, or should have discovered the facts, giving rise to the grievance. The grievance shall fully state the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall be signed and dated by the Faculty Member and shall incorporate a statement that the Faculty Member had discussed the matter as provided by Section 2. Upon receipt of the grievance the Dean shall promptly forward two (2) copies of the grievance to the Vice President, Student and Personnel Services, who shall in turn promptly forward one (1) copy to the Federation Grievance chairperson. The Dean will promptly schedule a meeting with the Faculty Member to review and discuss the grievance. Such meeting will be scheduled to take place no later than the fifth working day from the date the written grievance is received by the Dean. Either party may request attendance of another Dean at this meeting whose selection will be subject to mutual agreement of the Dean, the Faculty Member and the "other" Dean. The Dean will provide the Faculty Member with a written reply to the grievance, either hand delivered or by certified mail, by the end of the tenth working day following the date of the meeting and the giving of such reply will terminate Step One.

Step Two. If the grievance is not settled in Step One, the Faculty Member may appeal the grievance to the Vice President - Instruction by providing the Vice President - Instruction with a copy of the written grievance, a copy of the written response of the Dean and a written statement by the Faculty Member that the grievance is being appealed. The appeal shall be filed with the Vice President - Instruction no later than the end of the tenth working day following the date of the response of the Dean at Step One. The Vice President - Instruction shall schedule a meeting, to take place within ten (10) working days from the date the written appeal is received by his office, to discuss the grievance. A written decision on the appeal of such grievance shall be rendered by the Vice President - Instruction by the end of the tenth working day following the date of such meeting and the rendering of such decision will terminate Step Two.

Section 4. If the grievance is not processed by the Faculty Member in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the Dean or the Vice President - Instruction. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step. The time limits set forth in this Article may be extended by mutual agreement in writing between the District and the Faculty Member or the District and the Federation, provided that the time limits shall be extended if the Faculty Member is incapacitated by virtue of causes beyond the Faculty Member's control.

Section 5. The Faculty Member shall be entitled to representation by one (1) member of the Federation Grievance Committee at all grievance meetings. If the Faculty Member desires such representation, a request shall be made for representation by a member of the Grievance Committee and the Federation shall inform the Dean and/or the Vice President - Instruction of the person selected, so the Dean or the Vice President - Instruction, as the case may be, may schedule the meeting so as not to conflict with the assigned duties of such representative. In situations where a member of the Grievance Committee

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has not been invited to represent the Faculty Member, the District shall not agree to a final resolution of the grievance until the Federation has a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.

Section 6. At any step of the grievance procedure the District may designate a substitute for the person designated herein. An additional management representative may be invited to be present at either the Step One or Step Two meetings.

Section 7. Grievance meetings will be performed during the normal business day but shall be scheduled, if possible, by the Dean or the Vice President - Instruction at hours that do not conflict with the assigned duties of the Faculty Members involved. In the event the Dean or the Vice President - Instruction schedules a meeting which conflicts with such assigned duties of an affected Faculty Member, the Faculty Member will not suffer any loss of pay as a result of attending such meeting.

Section 8. The Dean or the Vice President Instruction and the Faculty Member may agree in writing to adjourn any grievance meeting to be reconvened at a later fixed date.

Section 9. If the Federation has a grievance against the District it shall file its grievance at Step Two with the Vice President - Instruction within ten (10_ working days from the date the Federation discovered the facts, or should have discovered the facts, giving rise to the grievance. The Federation grievance shall comply with the requirements set forth in Section 3, Step One of this Article. The Vice President - Instruction shall process the grievance within the time limits as provided in Section 3, Step Two of this Article.

Section 10. If any group of Faculty Members has the same grievance, one Faculty Member may file the grievance on the Faculty Member's own behalf and on behalf of the other Faculty Members. The Faculty Member filing such a group grievance shall obtain on the grievance form the signature of all Faculty Members in the group who thereby authorize said Faculty Member to process the grievance on their behalf.

Section 11. A Faculty Member initially employed may within sixty (60) days from the beginning of employment (the beginning of the fiscal year or academic year, as the case may be) file a grievance as to that Faculty Member's initial salary schedule placement.

ARTICLE XXIII

Arbitration

Section 1. Grievances which are not settled pursuant to the Grievance Procedure, Article XXII, and which the Federation desires to contest further, and which involve only the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if the Federation gives written notice to the Superintendent - President of its desire to arbitrate the grievance within thirty (30) working days after the termination of Step Two of the Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the Grievance Procedure, Article XXII. Any matter excluded from the Grievance Procedure as provided by Article XXII, Section 1 and Section 11, is not subject to arbitration.

Section 2. As soon as possible and in any event, not later than ten (10) working days after the District receives written notice of the Federation's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from the following list of six (6) arbitrators:

Thomas Roberts

John Kagel

Robert Burns

Marshall Ross

Ralph Nutter

Julius Draznin

by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot.

Section 3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine only disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall he consider it the arbitrator's function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance. The arbitrator shall have no power to render an award on any grievance relating to an occurrence before or after the term of this Agreement.

Section 4. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance, and if the arbitrator determines there has been such a violation, what the remedy will be.

Section 5. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

Section 6. The fees and expenses of the arbitration, including a reporter's transcript if either party or the arbitrator determines that a transcript is desirable, shall be paid equally by the parties. Either party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of the Federation at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.

Section 7. For purposes of this Article and Article XXII, Grievance Procedure, "working days" shall include the days that summer session is in session.

Section 8. All documents, communications and records dealing with the grievance and arbitration

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procedures provided herein shall be filed separately from the personnel files of the participants.

ARTICLE XXIV

Work Stoppage

Section 1. Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that neither it nor its officers or authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance and arbitration provisions of Article XXII and Article XXIII, disputes which are specifically not subject to the grievance and arbitration provisions of Article XXII and Article XXIII, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that is solely informational in nature, the Federation and its officers will do everything within their power to end or avert the same.

Section 2. Any Faculty Member authorizing, or engaging in, or participating in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall not receive compensation for any period of time during which the Faculty Member was assigned but failed to perform the required services to the District, and any such Faculty Member may be subject to dismissal or suspension (subject to the provisions of the Education Code), or may be subject to other disciplinary action. Such disciplinary action may include denial of eligibility for a period not to exceed one (1) year of benefits or privileges provided by this Agreement and not otherwise required by the Education Code. Any such action shall be initiated by the District within thirty (30) days from the violation of this Article.

ARTICLE XXV

Agreement Conditions and Duration

Section 1. Sole Agreement.

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. District and Federation Obligations.

Neither the District nor the Federation shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Neither the District nor the Federation is bound by any policies or past practices of the District or understandings with any employee organization or council, unless such policies or past practices or understandings are specifically stated in this Agreement.

Section 3. Negotiating Obligation.

This Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment. During the term of this Agreement, neither the District nor the Federation will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Section 4. Savings Clause.

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action which is not authorized by law shall be subject to meeting and negotiating or consultation, as the case may be, with the Federation. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

Section 5. Openers.

(a) This agreement is open for the negotiation of salary scale adjustments (Appendix C) effective for the calendar year beginning January 1, 1988, which opener may include adjustments of the rates set forth in Article X, Section 7(c), Section 9(a) and (d) and Section 11 of this Agreement and further may include proposals respecting the matters committed to the study and investigation of the Special Load Committee.

(b) This Agreement is also open for the negotiation of salary scale adjustments (Appendix C) effective for the calendar year beginning January 1, 1989, which opener may include adjustments of the rates set forth in Article X, Section 7(c), Section 9(a) and (d) and Section 11 of this Agreement.

(c) The parties shall meet to negotiate concerning proposed changes, with recourse to P.E.R.B. procedures, if necessary.

Section 6. Effective Date and Duration.

This Agreement shall become effective on the date of its execution, unless otherwise specified, and shall be in effect through December 31, 1989 and shall continue in effect from year to year thereafter, with the proviso that should either party desire to amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendment sought during the month of September, 1989, or any subsequent year, and the other party, if it desires to amend this Agreement shall provide written notice and a proposal to the first party during the month of October, 1989. Upon completion of the public notice requirement the parties shall promptly, within ten (10) working days, commence the meeting and negotiating process in an effort to reach agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the 9th day of March, 1987

EL CAMINO COLLEGE
FEDERATION OF TEACHERS
Local 1388, AFT, AFL/CIO

By: Merrill Jones
Title: President

By: Joseph Georges
Title: Chief Negotiator

EL CAMINO COMMUNITY
COLLEGE DISTRICT

By: Lila S. Hummel
Title: President

By: Rafael L. Cortada
Title: Secretary to the Board

APPROVED AS TO FORM:

GIBSON, DUNN & CRUTCHER

By: Jerome C. Byrne
Jerome C. Byrne

APPENDIX A

Position Description - Instructor

The primary duty of Instructors shall be to teach assigned courses under the supervision of divisional deans.

As an art and a learned profession, teaching imposes complex and diverse obligations which vary both in importance and susceptibility to precise description. Nonetheless, Instructors shall not be required to render services inappropriate to their credentials provided that whenever feasible Instructors shall be assigned to teach courses within their area of professional training and expertise. They shall, however, attempt to discharge the following responsibilities at an optimum level of proficiency:

. 1. To help the students fulfill their maximum potential in mastering course content.

2. To instill in students a respect for excellence and a desire to pursue it.

3. To develop in the student a respect for differing points of view.

4. To maintain a thorough and up-to-date knowledge in the Instructor's regular teaching field, to plan courses and to revise such plans when appropriate.

5. To maintain a fundamental knowledge of instructional materials and techniques, and methods of student evaluation.

6. To maintain high standards of professional conduct and ethics appropriate to the Instructor's professional position.

7. To adapt appropriate methods and materials of teaching to meet the needs of students, consistent with the maintenance of quality education.

8. To teach courses in general conformity with official course outlines.

9. To provide students with written course objectives, with an explanation of grading standards, and with periodic opportunities for the students to evaluate their progress based on these objectives and standards.

10. To maintain reasonable availability to students, including the maintenance of office hours.

11. To respond to student inquiries, or to refer students to appropriate personnel when solution of their problems requires it.

12. To support Student Personnel Department activities through appropriate participation, including club advisorship and/or acting as an advisor to student activities.

13. To engage in no outside employment or other activities that will impair the effectiveness of

professional service and to desist from authorizing or permitting any commercial exploitation of the Instructor's professional position.

14. To adhere to class and examination schedules and to follow proper fiscal and student accounting procedures.

15. To maintain records required by the District and report grades and attendance in a timely manner based on District procedures.

16. To submit timely requests for necessary textbooks, materials, and equipment.

17. To perform assigned committee work and to attend meetings called by the District, as long as such obligations are reasonable.

18. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.

19. To observe safety standards appropriate to his instructional obligations, and to instruct students accordingly.

20. To respect the academic freedom of students to express their opinions on controversial matters germane to the subject matter of courses taught, subject only to the maintenance of appropriate classroom decorum and the time constraints necessary to implement the attainment of course objectives.

Items 10, 12 and 17 are not applicable to Adjunct Faculty Members.

APPENDIX A

Position Description - Counselor

The primary responsibility of Counselors shall be to provide such integrated counseling services as will assist students and potential students in the processes of self-understanding, planning, and decision-making. Counselors are assigned under the supervision of designated deans. Each Counselor will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To assist students in assessing and developing their potential.

2. To assist students who present problems adversely affecting their personal and academic attainment.

3. To refer students, when appropriate, to other Counselors and to other services on and off campus for assistance.

4. To direct students to resources about College courses and program requirements and other schools or colleges and to assist students in the interpretation and use of those resources.

5. To assist students in selecting fields of concentration from the College curriculum.

6. To assist Instructors in the solution of problems affecting students.

7. To maintain an up-to-date knowledge of counseling practices, methods and techniques.

8. To maintain high standards of professional conduct and ethics appropriate to the Counselor's professional position.

9. To perform committee work and attend meetings as assigned by the District, provided such assignments are reasonable.

10. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.

11. To maintain records and reports appropriate to the counseling function.

12. To engage in no outside employment or other activities that will impair the effectiveness of professional service and to refrain from authorizing or permitting any commercial exploitation of the Counselor's professional position.

The Dean may also assign individual Counselors responsibilities which are compatible with the Counselor's training and experience and which are pertinent to the needs of the division and the student from among the following:

13. To assist students in exploring careers, in developing an understanding of the employment environment, and in implementing career decisions.

14. To counsel students during registration.

15. To assist in the preparation of curriculum guides and catalog materials, in articulation with four year institutions and in fostering continuing relationships with District high schools.

16. To assist in providing information about College programs to groups and individuals in the community.

APPENDIX A

Position Description - Librarian

A. The primary responsibility of Librarians shall be to assist students and the faculty in the effective use of the library in support of the teaching function of the College. Librarians are assigned under the supervision of the Associate Dean of Library and Media Services. Each Librarian will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. Provide information to students and faculty on resources available in the library or through other sources and assist in making those resources available.

2. Maintain high standards of professional conduct and ethics appropriate to the Librarian's professional position.

3. Consult with Faculty Members on resource needs in their particular fields.

4. Perform committee work and attend meetings as assigned by the District, provided such assignments are reasonable.

5. Maintain an up-to-date knowledge of library materials, methods and techniques.

6. Take reasonable precaution against the theft, deterioration and destruction of library facilities, equipment and materials.

7. Assist in the formulation and maintenance of necessary and reasonable rules for library users.

8. Engage in no outside employment or other activities that will impair the effectiveness of professional service and to refrain from authorizing or permitting any commercial exploitation of the Librarian's professional position.

B. The Librarians, according to the experience and area of specialization, will assume the following responsibilities as assigned by the Associate Dean of Library and Media Services:

1. Maintain the existing collection.

2. Develop and maintain a catalog which will give access to all materials in the collection through subject classifications and bibliographic description.

3. Develop and maintain a collection of reference materials.

4. Select and acquire new materials and incorporate them into the library collection.

5. Develop and maintain a periodicals collection.

6. Provide instruction in the proper use of the library and its resources on a group or individual basis.

7. Develop and maintain an effective and viable circulation system.

8. Publicize library resources and promote the use of the library.

APPENDIX A

Position Description - Nurse

The primary responsibility of a Nurse shall be to provide health services and to maintain health center facilities for all students and employees as assigned. Nurses are assigned under the supervision of the assigned management personnel and may be under the medical direction of a physician. A Nurse Practitioner may provide direct primary care under the medical direction of a physician. Each Nurse will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. Renders first aid and emergency medical care to students and employees when such services are necessary and requested, treats minor illness by standarized procedure, provides follow-up when indicated, refers to appropriate providers and may provide medical care as assigned, using protocols and physician consultation when appropriate.

2. Appraises health problems, collaborates with staff and physicians, counsels individuals regarding health concerns, interacts in crisis situations and makes referrals when necessary.

3. Performs health screening, administers TB testing, visual screening, blood pressure testing,

participates in work for communicable disease control and performs laboratory tests as needed.

4. Works with counselors, faculty, and manages to provide health supervision for students.

5. Plans and institutes clinical management of common minor acute problems, and provides management of chronic stable problems, using protocols and physician consultation when appropriate.

6. Provides appropriate education for prevention, rehabilitation, health maintenance and treatment compliance.

7. Prepares policies and protocols in collaboration with administration and physician, including annual review and update of established protocols.

8. Acts as advisor and/or change agent to provide more effective health care delivery within the facility.

9. Counsels students, parents, and college personnel and plans action for eliminating, minimizing, or accepting health problems that may interfere with effective learning by students.

10. Maintains an up-to-date knowledge of public health nursing materials, methods and procedures.

11. Takes reasonable precautions against the theft, deterioration, or destruction of health care facilities, equipment, and supplies.

12. Keeps accurate and detailed records, using the problem oriented method, of all students requesting service.

13. Maintains high standards of professional conduct and ethics appropriate to the Nurse's professional position.

14. Performs committee work and attends meetings as assigned by the District, provided such assignments are reasonable.

15. Engages in no outside employment or other activities that will impair the effectiveness of professional service and refrains from authorizing or permitting any commercial exploitation of the Nurse's professional position.

APPENDIX A

Position Description - Faculty Coordinator

DEFINITION

Under the direction of the assigned administrator, the Faculty Coordinator is responsible for the overall coordination of a project(s)/program(s) which requires knowledge of business, instructional and/or student support services.

EXAMPLES OF DUTIES AND RESPONSIBILITIES

1. Oversees, directs and coordinates the day to day functions of the project(s)/program(s) as assigned.
2. Maintains current knowledge and understanding of curriculum, support services, policies, laws, and regulations as mandated by State and Federal laws for the project/program.
3. Provides leadership.
4. Is responsible for maintaining records and assisting in preparing budget as may be required for such project(s)/program(s).
5. Evaulates support personnel and makes staffing recommendations to the assigned administrator.

6. Assesses and evaluates in a timely manner the progress and benefit of such project(s)/program(s).

APPENDIX B

Teaching Load Policy

I. General.

The normal teaching load shall be fifteen (15) lecture hours or equivalent, twenty (20), twenty-one (21), or twenty-two (22) laboratory hours or equivalent, plus or minus one lecture hour or equivalent laboratory hours. A teaching load exceeding sixteen (16) lecture hours, or equivalent, shall be compensated at the overload hourly rate for load in excess of fifteen (15) lecture hours, or equivalent, or may be balanced without additional compensation within the following semester thereafter subject to approval of the District. A teaching assignment of less than fourteen (14) lecture hours, or equivalent, shall be balanced the following semester or as soon as possible thereafter subject to approval of the District, or may be equated by special assignment as provided in Part IV of this policy.

II. Definition and Calculation of Teaching Load.

A. The Dean shall determine combinations of courses falling within the range of 15 plus or minus one lecture or equivalent (93.33% to 106.67%, inclusive). Such load will be considered normal, and no balancing or overload pay will be required.

B. Loads falling at the same extreme end of the load-range should not be assigned in successive semesters, except:

1. In departments where the 15 lecture hour load is not easily attainable and where loads over consecutive semesters near the extremes of the range are desirable for good instruction.

2. Where the Instructor requests to teach, over consecutive semesters, a combination of courses which falls at the upper end of the range.

C. Load shall be calculated by the percentage method as follows:

$$\frac{\text{hrs. lecture}}{15} + \frac{\text{hrs. lab}}{\text{20 or 21 or 22}} \times (100\%) = \%\ \text{load}$$

Example: If an Instructor teaches 12 hours lecture, 6 hour laboratory, his load would be:

$$\frac{\text{12 hrs. lecture}}{15} + \frac{\text{6 hrs. lab}}{22} \times (100\%) = 107.27\%$$

$$\frac{\text{12 hrs. lecture}}{15} + \frac{\text{6 hrs. lab}}{21} \times (100\%) = 108.57\%$$

$$\frac{\text{12 hrs. lecture}}{15} + \frac{\text{6 hrs. lab}}{20} \times (100\%) = 110.00\%$$

III. Overloads and Underloads.

A. Overloads are loads greater than 16 lecture hours or equivalent (greater than 106.67%). Underloads are loads less than 14 lecture hours or equivalent (less than 93.33%).

1. A one semester overload or underload may be assigned by the District in an emergency, or if no other arrangement is desirable for good instruction. This kind of overload or underload must be compensated for by balancing, or special assignment, as described in C below.

2. An overload may be assigned if, before receiving an assignment, an Instructor (for personal reasons or in order to teach certain courses) requests in writing to teach, without overload pay, a load that exceeds the load range by not more than one lecture hour or equivalent (a total of not more than 113.33%). This overload may be compensated for by balancing when considered desirable by the Dean and the Instructor.

3. An underload (less than 93.33%) may be assigned if an Instructor requests such underload for personal reasons. The underload, if granted, must be compensated for by reduced pay in the proportion which his teaching assignment bears to a full assignment - a 100% load.

B. Except under extraordinary circumstances, an overload over the period of an academic year (fall and spring semesters) shall be limited to a single class or a total load of 250%, whichever is greater, over the two semesters.

C. The methods of compensating for overloads and underloads will be the following:

1. Balancing.

a. Balancing is a planned, recurrent scheduling of loads above 16 lecture-hour equivalents (above 106.67%) and below 14 lecture-hour equivalents (below 93.33%).

For example, 18 lecture hours in a fall semester and 12 lecture hours in a spring semester constitute a balanced load. Balancing is to be accomplished in successive semesters if possible. Loads of two semesters will be considered balanced if the sum of the percent loads for the two semesters falls within the range of 187.67% - 213.13%.

b. If an unforeseen underload occurs (e.g., from the failure of a class to fill), it should be compensated for by balancing with a subsequent overload, or by special assignment.

c. If the balancing over a two-semester period cannot be planned to fall within the range, but exceeds an average of 16 lecture hours or equivalent (exceeds a total of 32 lecture hours or equivalent, 213.33%, for two semesters), the percent above 200% will be paid as overload.

d. If the balancing over a two-semester period cannot be planned to fall within the range, but is less than an average of 14 lecture hours or equivalent (the sum of percentages for the two semesters is less than 186.66%), the percent below 200.00% may be compensated for by special assignment in the semester with the lower load, or in each semester if both are underloads.

e. If unforseen conditions make it impossible to adhere to the formulated pattern in the second semester of a planned two-semester balanced load, the compensation may be made by special assignment in the second semester or by balancing carried over to the third semester.

2. Overload Pay.

a. Loads totaling more than 16 lecture hours or equivalent (more than 106.67%) which do not fit under C-1 above (balancing) will be compensated for by overload pay, which will be calculated as described below.

b. Formula for overload pay calculation:

The following formula (or an equivalent method) shall be used to calculate the overload pay for each pay period. The formula regards the overtime hours as those in excess of the 100% load, when the overload and the 100% load are taken to consist of the same relative proportion of lecture and laboratory percentages. It then considers the overload hours so determined as equivalent clock hours. The overload pay is based on the overload hourly rate, but it will be treated as contract pay to the extent that it will be paid in four-week periods during the semester in which the overload occurs and will not be subject to deductions as specified in Article XII, Section 1(c).

Overload pay (in dollars for a 4-week period) =

$$\frac{4\ R\ P\ N}{100 + P}$$

Where P = the overload percentage in excess of 100%

Where R = the pay rate in dollars per hour for overtime hours

Where N = the total number of clock hours (with 50% credit for special assignment hours) in the total load

Example: For illustration purposes, the overload hourly rate (R) for 1981-1982 is $22.46 per hour; and if an Instructor were assigned a load of 120%, made up of 9 lecture hours and 12 laboratory hours (in courses where 20 laboratory hours equals a full load [9/15 + 12/20] x 100 = 120%) then this would be an overload because it exceeds 106.67%; the overload percent, P would be 20%; his total number of hours, N, would be 21; and overload pay would be as listed below.

Overload pay =

$$\frac{4\ (\$22.46)\ (20)\ (21)}{120} = \$314.44 \text{ per 4 wks.}$$

IV. Special Assignment.

A. To calculate the percent load for special assignment, the number of weekly hours of special assignment will be divided by forty (40) hours and the quotient multiplied by 100. Example: If an Instructor has a special assignment that requires 8 hours per week of the Instructor's time, the load factor will be equivalent to $\frac{8}{40} \times 100 - 20\%$.

B. If an underload is not balanced by an overload, or if a balanced load is less than 28 lecture hours or equivalent over the two semesters (186.67%), the underload may be compensated for by approved special assignment, such as learning center assignments, institutional research or departmental projects, arranged by the Dean and the Instructor, with the approval of the Vice President - Instruction.

C. To determine the number of hours of special assignment that is required to make up the underload, the percentage of underload below a 100% load will be applied to forty (40) hours per week. Example: If an Instructor has a load of 87.5%, then the underload is equivalent to 12.5% so the special assignment time would equate to five (5) hours per week. (.125 x 40 = 5).

APPENDIX C

SALARY SCHEDULE FOR FACULTY MEMBERS EMPLOYED ON ACADEMIC YEAR BASIS

Effective January 1, 1987

STEP	CLASS I BACHELOR DEGREE	CLASS II MASTERS DEGREE	CLASS III MASTERS & 24 UNITS	CLASS IV MASTERS & 48 UNITS	CLASS V DOCTORATE
1	24,570	26,257	27,947	29,633	31,320
2	25,794	27,483	29,170	30,856	32,544
3	27,018	28,707	30,394	32,080	33,769
4	28,240	29,927	31,616	33,303	34,990
5	29,465	31,152	32,838	34,525	36,213
6	30,689	32,375	34,062	35,749	37,438
7	31,910	33,598	35,287	36,975	38,662
8	33,134	34,819	36,510	38,196	39,882
9	34,358	36,045	37,733	39,420	41,108
10	35,581	37,268	38,955	40,644	42,331
11		38,493	40,178	41,866	43,553
12		39,715	41,403	43,090	44,774
13				44,313	46,001
14				45,536	47,224

Anniversary increment as provided by Article X, Section 18:

20	36,581	40,715	42,403	46,536	48,224
25	37,581	41,715	43,403	47,536	49,224

APPENDIX C

SALARY SCHEDULE FOR FACULTY MEMBERS EMPLOYED ON FISCAL YEAR BASIS

Effective January 1, 1987

STEP	CLASS I BACHELOR DEGREE	CLASS II MASTERS DEGREE	CLASS III MASTERS & 24 UNITS	CLASS IV MASTERS & 48 UNITS	CLASS V DOCTORATE
1	31,942	34,136	36,328	38,520	40,714
2	33,532	35,726	37,920	40,113	42,306
3	35,123	37,319	39,512	41,706	43,898
4	36,714	38,909	41,103	43,296	45,490
5	38,306	40,499	42,694	44,888	47,081
6	39,898	42,090	44,283	46,478	48,671
7	41,491	43,682	45,875	48,068	50,262
8	43,080	45,275	47,467	49,659	51,853
9	44,671	46,865	49,090	51,252	53,444
10	46,262	48,455	50,650	52,843	55,036
11		50,047	52,240	54,434	56,628
12		51,637	53,831	56,025	58,217
13				57,616	59,809
14				59,206	61,400

Anniversary increment as provided by Article X, Section 18:

20	47,262	52,637	54,831	60,206	62,400
25	48,262	53,637	55,831	61,206	63,400

APPENDIX D
VOCATIONAL INSTRUCTORS EQUIVALENCY TABLE

Class I Bachelor's Degree	Class II Master's Degree	Class III Master's Degree 24 Units	Class IV Master's Degree 48 Units	Class V Doctorate
Ca. Com. Col. Instructor Credential, partial fulfillment, to teach a vocational subject	1) A fully satisfied Ca. Com. Col. Instructor Credential to teach a vocational subject or 2) Ca. Com. Col. Instructor Credential partial fulfillment + Bachelor's or higher degree	1) A fully satisfied Ca. Com. Col. Instructor Credential to teach a vocational subject + 24 semester hours or 2) A fully satisfied Ca. Com. Col. Instructor Credential to teach a vocational subject + Bachelor's or higher degree	1) A fully satisfied Cal. Com. Col. Instructor Credential to teach a vocational subject + Bachelor's Degree + 12 semester hours + 12 weeks approved work experience or 2) A fully satisfied Ca. Com. Col. Instructor Credential to teach a vocational subject + Master's Degree	Doctorate

NOTES:

1. To qualify as a vocational instructor, the Faculty Member must be assigned to teach in the vocational subject field designated on the instructor's credential and be assigned a teaching load of which at least 80% or more of the courses assigned are vocational as defined by the District. Placement requirements shall also include four years of previous work experience (excluding teaching) in the vocational subject to be taught, of which two years must be within the immediate past five years.

2. A vocational instructor may qualify for Class IV by completing 12 semester hours beyond the Bachelor's Degree and by completing 12 weeks of full-time work experience in industry. A maximum of 8 weeks of work experience credit will be allowed in any one summer period. Qualifying work experience must be approved in advance by the instructor's Dean, the Vice President-Instruction, and the President.

3. A Standard Designated Subject Credential with a specialization in vocational trade and technical teaching held by an instructor teaching vocational courses, or a Class A Vocational Credential (five-year renewal 28 units) is equivalent for the purpose of salary placement to the California Community College Instructor Credential to teach a vocational subject.

APPENDIX E
SUMMER SESSION COMPENSATION

Unit Rate:

$$\frac{\text{Annual Salary}}{\text{(10 pay) (periods)}\ \frac{\text{(4 weeks)}}{\text{(Pay Period)}}\ \frac{\text{(15 hours)}}{\text{(Week)}}} = \frac{\text{Annual Salary}}{600}$$

Units:

(Work days)* in Pay Period) x (Unit Rate) (Per Hour) x $\left(\frac{\text{15 hours}}{\text{5 Days}}\right)$ (for a full load) x (Load) (Factor) From PSR Per Appendix B

*Includes Friday if
Thursday is a work day

Pay: Units x Unit Rate

Example: Teaching ten (10) hours per week. $\left(\frac{10}{15} \times 100 = 66.67\%\right)$
19 days in pay period
Class IV, Step 12 ($38,029)

Unit Rate = $38,029/600 = $63.38

Units = (19) ($63.38) (15/5) (0.6667) = $2408.56

EMPLOYEE RELATIONS
RECEIVED APR 16 1987

Current Contract for Glendale Community College
1500 North Verdugo Road
Glendale, California 91208

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STATEMENT OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of April 1986 by and between the GLENDALE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," Glendale College Guild - Local 2276 of the AMERICAN FEDERATION OF TEACHERS, hereinafter referred to as the "Guild," and constitutes the sole agreement between the parties. The term "District" as used throughout this Agreement is intended to include the governing board and the Superintendent/President and other management personnel, unless otherwise indicated by the context in which used.

ARTICLE I
RECOGNITION

The District hereby recognizes the Guild as the exclusive representative of the employees specified herein:

Included:

All certificated employees specifically including: Instructor, Regular Full-Time, College Credit; Instructor, Part-Time, College Credit; Instructor, Adult Education; Instructor, Long-Term Contract Substitute; Instructor, Temporary Contract Substitute; Instructor, Long-term Non-contract Substitute (two weeks or more) while on an extended assignment; College Specialist; Counselor; Student Personnel Worker; Nurse; Nurse, Part-time; Librarian; Director of Athletics; Division Chairpersons.

Excluded:

All other employees including: Instructor, Day-to-day Substitute Employees; Coordinator of the Learning Resource Center; Director, Health Services; Director, Financial Aid; Director of Special Projects; Enabler of the Handicapped; and all Management, Supervisory and Confidential Employees.

Those designated as "included" above will be referred to in this Agreement as "employees" or "unit members." The term "personnel" refers to the broader group of all persons utilized by the District to perform services, including unit members.

This unit may be revised by mutual written agreement. Disputes relating to this Article shall be handled pursuant to applicable PERB proceedings rather than the grievance and arbitration provisions of this Agreement.

ARTICLE II
DISTRICT RIGHTS

Section 1. General

This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in the other Articles of this Agreement. This Article is not intended, nor shall it be construed as waiving the rights of individual unit members under the Education Code or other statutes, or waiving or otherwise diminishing the rights of the Guild or of unit members as provided in other Articles of this Agreement. If there is a direct conflict between the District's rights as stated in this Article and the rights of unit members or of the Guild as set forth in some other Article of this Agreement, the language of the latter shall prevail. Also, it is recognized that many of the following subject matters fall within the scope of consultation under Article III; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

Section 2. Enumerated District Rights.

All matters not included within the scope of negotiations in Government Code 3543.2, and also all matters and rights not limited by the terms of the other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

A. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, boundaries, and advisory commissions and committees;

B. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;

C. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

D. The methods, quality, quantity, frequency and standards of service, and the personnel, vendors, supplies, and materials to be used in connection with services to the public; the lawful subcontracting of services to be rendered and functions to be performed for the public, including but not limited to support, construction, maintenance and repair services;

E. The selection, assignment and utilization of personnel not covered by this Agreement, including but not limited to substitutes and management, to do work which is normally done by persons covered hereby;

F. The educational policies, procedures, objectives, goals and programs, including but not limited to those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, faculty, other personnel and the public with respect to such matters;

G. The selection, assignment, classification, direction, promotion, demotion, discipline, termination, layoff and retirement of all personnel of the District subject to Education Code limitations; affirmative action and equal employment policies and programs; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, classes, and departments; and staffing patterns, including but not limited to the determination as to whether, when and where there is a job opening;

H. The job classifications and the content and qualifications thereof;

I. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the provisions of Article IX - Evaluation Procedures;

J. The dates, times and hours of operation of District facilities, functions, and activities, subject to the provisions of Article VI - Hours;

K. Safety and security measures for students, personnel, and the public, including the various rules and duties for all employees with respect to such matters;

L. The rules, regulations and policies for all personnel, students and the public; and

M. The administration of all employee health and benefit plans.

Section 3. Non-Enumerated District Rights

All other rights of the District not expressly limited by the provisions of this Agreement are also reserved to the District even though not enumerated in Section 2. and the provisions of the other Articles of this Agreement constitute the only contractual limitations upon the District. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Section 4. Exceptions

It is agreed that the contractual rights of the Guild and of the employees are set forth in other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove or any other rights of the District not expressly limited by the terms of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance and arbitration provisions of Article IV. However, nothing herein shall preclude the filing of a grievance under other Articles which are subject to the grievance procedure.

ARTICLE III
GUILD RIGHTS

Section 1. Access to Employees and Facilities.

The District shall permit authorized Guild representatives access to contact employees concerning Guild business during the non-teaching hours of the employee(s) being contacted. In no event shall a Guild representative interrupt or interfere in any way with normal work.

The Guild may utilize District facilities during non-duty hours for the purpose of organizational meetings subject to reasonable regulation, provided that such use does not interfere with previously authorized facility use, or with custodial or security schedules.

Section 2. Bulletin Boards.

The Guild may use faculty bulletin boards in areas frequented by employees including the College Campus, Montrose Campus, Glendale High School Adult Education Office and Roosevelt Jr. High School. All such postings shall be dated and identify the responsible Guild officer.

Section 3. Mail Boxes.

The Guild may use the College mail boxes to communicate with employees regarding lawful Guild business. The College shall provide a mail box to the Guild at each campus for which there is a site director or coordinator assigned.

The Guild assumes full legal responsibility for the content of its communications, and hereby agrees to hold the District harmless against any claims or liabilities arising out of such communications. Any such communications must be dated and bear the name of the responsible Guild officer.

Section 4. Board of Trustees Agenda.

The Guild President shall receive an advance copy of the complete Board of Trustees meeting agenda. The Guild shall have the right to appear and make a presentation at

Board meetings under the "Special Presentations" agenda item, provided that notice of such intention is given to the District early enough to appear on the printed agenda.

Section 5. Dues Deductions.

When drawing orders for salary payments to employees covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the employee to be deducted for the purpose of paying the regular monthly dues of the employee in the Guild. Current authorization cards on file with the District need not be resolicited under this Agreement. Such a dues deduction authorization shall remain in effect until withdrawn in writing. The District shall on a monthly basis remit to the Guild an amount equal to the total of the dues deductions made during the month, and shall furnish to the Guild a list of all employees affected together with the amount deducted for each.

The Guild shall hold the District harmless against any claim or liability arising from actions taken by the District pursuant to this section.

Section 6. No Reprisals.

The District shall not engage in any reprisal against an employee for belonging to the Guild, serving on the Guild negotiating team, participating in the grievance procedures of Article IV, or participating in other lawful and legitimate activities of the Guild.

Section 7. List of Employees.

The District shall, by October 1, and March 1, furnish the Guild with an up-to-date listing of the names, addresses and telephone numbers of all employees. Those who have requested confidentiality shall not have their addresses and numbers included on the list. An addendum list showing revisions only shall be furnished November 15, and April 15. The Guild shall use this information for internal non-commercial purposes only.

Section 8. Released Time.

Released time shall be granted to Guild representatives for grievance resolution as provided in Article IV. Released time equivalent to 30% of an employee's basic load shall be granted to Guild representative(s) for the purpose of negotiations and other Guild business. Scheduling shall be subject to reasonable District control to fit educational program needs and shall be arranged in advance with the appropriate Administrator.

It is agreed that compliance with this section shall be deemed to satisfy any statutory released time obligations of the District.

Section 9. Consultation Procedures.

A. Committees: The Guild shall have the right to appoint an employee to serve as a Guild representative on any College committees in the areas of student personnel services, curriculum and instruction, and facilities. Excluded are those committees dealing with management functions, confidential matters, personnel matters and collective bargaining matters. Budget-related committees are dealt with in paragraph B below. Nothing in this Article shall preclude the appointment to committees of any other employees, including but not limited to Faculty Senate appointees.

B. Budget Development: Attendance by Guild representative(s) shall be permitted when department heads, deans, division chairs or others with budget responsibility make their initial budget presentation to the Superintendent/President, when budget review hearings are conducted by the Superintendent/President and at comparable presentations or hearings. The foregoing notwithstanding, meetings between the Business Manager and the Superintendent/President are excluded, as are administrative retreats and Superintendent/President's Cabinet meetings.

C. Administrative Consultation: In any situation where there is a proposed Board policy change which has not been the subject of prior consultation with the Guild, or which has not been the subject of consideration by one of the committees which has a Guild appointed member, or which has not been the subject of consideration by the Faculty Senate (including but not limited to the use of the College Governance Process), the Guild shall have the right, upon request, to meet and consult with administration prior to final adoption. At least two weeks shall be allowed for such consultation, except in emergency situations. It is understood that appearance of such a matter on a Board Agenda shall constitute notice to the Guild.

D. It is agreed that prior to subcontracting any educational services, the District shall consult with the Guild as provided in this Article.

E. It is agreed that compliance with this section shall be deemed to satisfy any statutory consultation obligations which the District may have.

ARTICLE IV
GRIEVANCE PROCEDURES

Section 1. General Provisions and Definitions

A. A "grievance" is an allegation by a unit member that the District has violated an expressed provision of this Agreement and that by reason of such violation the grievant's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement. The District shall be the respondent in all cases, rather than any individual District representative. The Guild may itself be the grievant only with respect to an alleged violation by the District of rights specifically granted to the Guild in this Agreement. If any group of unit members has the same grievance, one unit member may, with the written consent of the other group members, file a single consolidated grievance on behalf of all members of the group. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

B. The grievant shall be entitled upon request to be accompanied and represented by a Guild representative at all grievance meetings beyond the informal level. Also, after the grievant and administrator have held their informal meeting, if they mutually desire to hold another informal meeting with a Guild representative present prior to filing a formal grievance, they may do so. In situations where the Guild has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Guild has received a copy of the grievance and the proposed resolution, and has been given the opportunity to discuss the grievance with the District and to state its views on the matter.

C. A "day," as used throughout this Article, is a day in which the District administrative offices are open for business. Any time limit affected by the Christmas holidays or Spring vacation shall be extended by five (5) days. Time limits herein may be lengthened or shortened in any particular case only by mutual written agreement, and the parties will attempt in good faith to adjust time limit problems which occur beyond Level I as a result of the Summer recess.

Section 2. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by means of an informal conference with his/her immediate administrator.

Section 3. Level I

After completing the informal level, if the grievant is not satisfied with the outcome of the informal level, and in no event later than twenty (20) days (see definition above) after the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must submit such grievance in writing to the Dean or Administrative Dean who the grievant believes to be responsible for the grievance. The District may then refer the grievance to the administrator who the District considers appropriate.

The written statement shall describe the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

A conference shall be held upon request of either party, at which the administrator(s), the grievant and the grievant's representative, if any, are to discuss the matter. The administrator shall communicate a written decision to the unit member and Guild representative, if any, within ten (10) days after receiving the grievance and such action will terminate Level I. The administrator shall state the reason(s) underlying the decision, either in writing or orally.

Section 4. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal. A conference shall be held upon request of either party, at which the Superintendent/President, the grievant, and the grievant's representative, if any, are to discuss the matter.

The Superintendent/President shall communicate a written decision within fifteen (15) days after receiving the appeal and such a decision will terminate Level II. In that decision the Superintendent/President shall state the reason(s) underlying the decision; however, failure to assert any particular defense(s) shall not constitute a waiver.

Section 5. Arbitration

A. Notice. Grievances which are not settled at Level II and which both the grievant and the Guild desire to contest further shall be submitted to arbitration as provided herein, but only if the Guild gives written notice to the District of its desire to arbitrate the grievance within fifteen (15) days after the termination of Level II. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

B. Selection of an Arbitrator. As soon as possible, and in any event not later than five (5) days after the District receives the written notice of the Guild's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said five (5) days, an arbitrator shall be selected immediately from the following list of arbitrators by alternate striking of names until one name remains:

Joseph Gentile
William Rule
Tom Christopher
Robert Meiners
Robert Leventhal
Louis Zigman
Julius Draznin

The party who strikes the first name shall be determined by lot. The arbitrator selected shall, within five (5) days, notify the parties that he is available for hearing within sixty (60) calendar days. If he is not available, the parties shall proceed to select another arbitrator from the above list. If none is available, additional names may be added by mutual consent. If such consent cannot be obtained, the parties shall select an arbitrator from a list to be requested from the Federal Mediation and Conciliation Service, in accordance with the procedures outlined above.

C. Motion to Dismiss. If the District claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim may, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance of not more than fifteen (15) days between such a ruling and any further proceedings which may be necessary. The District may also at its option, and without prejudice, have such a claim heard at the same hearing that the merits of the case are heard.

It is understood that the preceding paragraph is not intended to preclude either party, if it so desires, from seeking or otherwise obtaining a judicial ruling, pursuant to Code of Civil Procedure Sections 1280 et seg., as to the propriety of an actual or threatened arbitral exercise of jurisdiction or authority, or to compel arbitration.

D. Limitations upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an expressed provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The parties may mutually agree to use expedited arbitration procedures.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, subtraction, or revision) of the express terms of this Agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear only one grievance at a time unless the parties expressly agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

E. Arbitrator's Decision. The decision of the arbitrator as provided above shall be final and binding upon the District, the Guild and the grievant.

The Grievance and arbitration procedures described above are to be the Guild's and employees' sole and final remedy for any claimed breach by the District of this Agreement, unless specifically otherwise provided herein. The parties retain their rights to seek judicial review of an arbitration decision pursuant to applicable law.

F. Expenses. All fees and expenses of the arbitrator and all transcript expenses shall be borne by the losing party as determined by the arbitrator. Each party shall bear the expense of the presentation of its own case, except for released time as provided below.

G. Failure to Meet Time Limits. If the grievance is not processed by the grievant and/or the Guild in accordance with the time limits set forth in this Article, it shall not be subject to arbitration, and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and a termination of the level involved, and the grievant may proceed to the next step.

Section 6. Released Time.

Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary will be provided to the grievant and his/her authorized Guild representative, if any, and to unit members while testifying at arbitration hearings. This constitutes reasonable periods of released time within the meaning of Government Code 3543.1(c).

Section 7. Grievance Files

The above-described grievance documents shall be maintained in a grievance file separate from the personnel files of the participants. Personnel files shall not refer to grievance documents except as necessary to implement an action resulting from the grievance procedure.

ARTICLE V
WORK STOPPAGES

Section 1. Guild Responsibility

Apart from and in addition to existing legal restrictions upon work stoppages, the Guild hereby agrees that neither it nor its officers, agents, or representatives, or persons acting in concert with any of them, shall incite, encourage, participate in or condone any strike, sickout, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever, without regard to whether the underlying dispute is subject to the grievance provisions of Article IV, or to PERB proceedings, or to any other proceedings. In the event of any such work stoppage or threat thereof, the Guild and its officers, agents, and representatives shall take all reasonable steps within their control to end it or discourage it.

Section 2. Employee Responsibility

Any employee who incites, encourages or participates in any such work stoppage (see Section l), shall be subject to discipline to and including termination.

Section 3. District Responsibility

The District shall not engage in any lockout of employees during the life of this Agreement. A lockout is a refusal to permit employees to perform previously assigned work in an effort to force bargaining concessions from the Guild; it does not include matters such as layoffs, program curtailments, or emergency shutdowns.

ARTICLE VI
HOURS

Section 1. Basic Hours.

Each full-time instructor and student personnel worker shall remain on campus at least thirty (30) hours per week. Each full-time counselor, librarian, specialist and college nurse shall be on campus daily, Monday through Friday, a minimum of thirty-five (35) hours per week. All individual daily schedules (including office hours) shall be submitted to the Superintendent/President for approval. All employees shall spend as much time as necessary, both on campus and off campus, to properly perform their instructional and professional duties, including but not limited to preparation and planning; professional reading; reviewing and evaluating students' work; conferring with students, administration and staff; and attending to department, college, and committee duties and meetings.

Full-time employees are expected to devote themselves to their college duties on a full-time basis; accordingly, no full-time employee may engage in personal business activities or perform personal services for compensation during hours in which the employee would normally be expected to be occupied with his/her College responsibilities. Also, there shall be no more than six (6) class hours per week extra pay assignments for any full-time employee in any one semester, unless advance written aproval is obtained from the Vice President, Instructional Services.

Section 2. Office Hours.

Each full-time instructor will reserve at least one (1) hour each day, Monday through Friday, as office hours for student consultation, and that period will be posted by the instructor on his/her office door and made known to students in each class.

Section 3. Teaching Loads

The normal basic teaching load for full-time instructors is fifteen (15) lecture hours per week plus five (5) office hours, for a total of twenty (20) hours; however, there are many variations which are deemed to meet the fifteen (15) lecture hour standard load, such as the following examples:

Technical Education and nursing instructors in various subject matters may range from eighteen (18) to twenty-six (26) class hours per week;

Physical Education instructors may be assigned nineteen (19) class hours per week;

English composition instructors may be assigned fourteen (14) class hours per week;

Typing and Shorthand instructors may be assigned twenty (20) class hours per week:

Instructors assigned to laboratory, studio, performance or similar classes may be assigned twenty (20) class hours per week. If such non-lecture duties are combined with a lecture in the same course, the non-lecture hours are usually computed at two-thirds (2/3) of one (1) lecture hour;

Foreign language instructors may be assigned sixteen (16) hours of instruction per week.

The above-mentioned teaching loads are approximates rather than strict limitations, and they are intended to refer to an overall load during the full academic year. Since the student demand for courses normally varies from semester to semester, it is understood that the guidelines will result in a heavier than normal schedule in one semester followed by a reduced schedule the following semester. If an employee was assigned to teach more or less than the normal load during any particular academic year, the College will, by the end of the following academic year, adjust the instructor's work load accordingly. The period of time in which to make such an adjustment may be extended, in exceptional circumstances, at the discretion of the College.

Section 4. Assignment Limitations.

No instructor will be assigned more than two (2) consecutive lecture hours without his/her consent. No instructor will be assigned a regular class schedule which on any one day spans more than seven (7) hours, with the exception of extended day assignments, situations where the employee consents to the extended schedule, or situations where there is no reasonable alternative within the existing staff. An instructor shall not at any one time be assigned classes requiring more than three (3) distinctly different preparations, except when the instructor consents or when there is no reasonable alternative to fill the full work load of full time instructors. Faculty members who have a portion of their regular teaching load in the evening shall have that condition reevaluated each semester.

Section 5. Credit by Examination.

As many as three (3) "credit by examinations" may be administered by each employee each semester as part of the basic work load. A fee of $10 per exam will be paid for each examination administered above that limit. All such examinations are subject to administrative approval and control.

Section 6. Counselor Attendance at Meetings.

Each full-time counselor shall, as part of his/her regular assignment, be permitted to attend all District-designated general faculty meetings.

Each full-time counselor who is an elected member of the Faculty Senate shall, as part of his/her regular assignment, be permitted to attend all regularly scheduled general Senate meetings.

The above hours designated for the purpose of specified attendance at meetings shall be non-accumulative.

Section 7. Assignment Travel Time.

Each employee will be provided a reasonable time for the purpose of proceeding from one work location to another.

ARTICLE VII
LEAVES OF ABSENCE

Section 1. Sick and Personal Necessity Leave.

Employees shall be granted Sick and Personal Necessity Leaves, with pay, within the following provisions:

A. Sick Leave.

1. Sick leave is the absence of an employee because of illness or injury.

2. Full-time employees shall earn sick leave as follows:

Ten (10) month employees:	Ten (10) days;
Eleven (11) month employees:	Eleven (11) days;
Twelve (12) month employees:	Twelve (12) days;

3. Employees assigned to summer session shall earn sick leave in terms of the proportional relationship which the length of the summer session day bears to the length of the academic day during the regular term.

4. Part-time hourly instructors shall receive one (1) hour of sick leave for each eighteen (18) hours of teaching during the year.

5. An employee may accumulate unused sick leave, without limit. At the beginning of each fiscal year, the employee's sick leave accumulation shall be increased by the number of days or hours of paid sick leave which he would normally earn in the ensuing fiscal year.

   a. Employees who fail to return to service following illness must refund to the District all amounts paid for unearned sick leave.

   b. No payment or time off will be allowed for unused accumulated sick leave.

6. In addition to full-pay sick leave, an employee shall be entitled to a maximum of one hundred (100) days of sick leave, for any one illness or disability, at fifty percent (50%) of his/her salary. These days of additional sick leave are not accumulative.

7. The District shall provide an annual statement of accumulated sick leave to all employees.

B. Personal Necessity Leave.

1. A maximum of six (6) full days (or proportionate number of hours for less than full time) of the employee's sick leave time shall be granted each fiscal year for Personal Necessity Leave within the following provisions. The employee using Personal Necessity Leave under this Section shall notify his immediate supervisor as early as possible indicating which of the circumstances listed below necessitates this absence. Upon return from this absence, the employee shall notify in writing his immediate supervisor of the circumstances necessitating such Leave. Personal Necessity leave shall be granted for the following reasons:

    a. Death of a member of immediate family, if Bereavement Leave is exhausted.

    b. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard, and require the attention of the employee during his assigned hours of service.

    c. Appearance of the employee in court as a litigant. The employee must return to work in cases where it is not necessary to be absent the entire day.

    d. An appearance of the employee as a witness under an official governmental order for which salary is not allowed under this Section, provided that each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified to by the Clerk or other authorized officer of a court or other governmental jurisdictions: in any case in which a witness' fee is payable, such fee shall be collected by the employee and remitted to the District Business Office: and the employee must return to work in cases where it is not necessary to be absent the entire day.

    e. A serious illness of a member of the employee's immediate family, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.

    f. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during assigned hours of service.

g. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention of the employee during assigned hours of service.

h Any other significant event, of personal necessity to the employee, which does not disrupt the normal operation of the District and which, in the employee's reasonable judgement, cannot reasonably be disregarded. This personal necessity provision (h) shall not be used during a labor dispute.

Section 2. Health Leave.

A Health Leave may be granted under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: A Health Leave may be granted to probationary or permanent certificated employees.

B. Procedural requirements: Requests for Health Leaves must be submitted on the appropriate form provided by the District. The request for a Health Leave must be accompanied by a written statement by the attending physician recommending the leave for health reasons.

C. Length of leave: The District may request periodic verification of the employee's continued disability and inability to return to duty.

D. Compensation: Upon request, employees granted full-time Health Leaves will be entitled to receive regular pay to the extent of available sick leave (see Section 1 above), and while remaining on paid status receive Health and Welfare Benefits as provided in this Agreement. A Health Leave granted for less than full-time shall not entitle the employee to be paid for time not worked.

Section 3. Pregnancy, Maternity Disability and Infant Care Leave of Absence.

A. Optional Unpaid Portion: The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant employee prior to the period of actual disability.

B. Utilization of Sick Leave: During that period of time during which the employee is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to Section 1 of this Article. This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule that paid leaves can only be taken from active duty.

C. Physician Certifications: A pregnant employee who elects not to apply for an unpaid pre-childbirth leave pursuant to Paragraph 1 above shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and her physician's release to return to active duty.

D. Infant Care: After the period of disability, the employee shall, upon written request, be placed on an unpaid status for purposes of infant care, for the remainder of the school year in which the childbirth occurred, and may at the discretion of the District be extended as much as an additional school year.

Comparable unpaid leave for the purpose of infant care shall be made available to an employee who is the father of a newly-born child.

Section 4. Sabbatical Leaves.

Employees may be granted a Sabbatical Leave for not less than one (1) semester nor more than two (2) consecutive semesters (which may be separated by a summer intersession) under the following conditions, and upon approval by the Board of Trustees. If two (2) semesters are to be requested, both must be requested in the same application.

A. Purpose of Sabbatical Leave: A sabbatical leave is granted for the purpose of improving the value and quality of work in the District through enrichment of the employee's experiences and training.

B. Eligibility: The employee must have permanent status with at least six (6) consecutive years of paid, full-time service, none of which may be while on sabbatical. This six (6) year requirement must be met between any two sabbaticals. The District may, at its discretion, require that the employee's health be approved by a physician. A sabbatical leave may be denied due to the lack of a suitable replacement. If an employee is denied a sabbatical leave because no replacement is available, the employee shall receive priority consideration in subsequent years.

C. Determination of Nominees: The Vice President, Instructional Services will receive all requests for sabbatical leaves of absence. Following the deadline for receipt of requests an evaluation will be made in terms of conditions established herein. These evaluations will be reviewed by a committee chaired by the Vice President, Instructional Services and consisting of that Dean, one additional administrator designated by the Superintendent/President and two faculty members -- one appointed by the Faculty Senate and one appointed by the Guild. The recommendations from that committee will be reviewed by the Superintendent/President, who will determine which nominees to submit for Board consideration. The Board shall, at its discretion, make the final decisions.

D. Conditions for Determining Nominees: The nominations of candidates for sabbatical leaves shall be governed by:

1. Potential of future service to the District and students.
2. Relative merits of reasons for desiring leave.
3. History of previous leaves (normally priority of selection will be given applicants who have not had a sabbatical leave in the District).
4. Seniority.

E. Determination of Number of Leaves to be granted, if any: For the 1986-87 and 1987-88 school years, the equivalent of four (4) full-time leaves shall be budgeted by the District. The number to be granted for subsequent years shall be subject to negotiations.

F. Types of Sabbatical Leaves:

1. Formal study.
2. Occupational Experience.
3. A combination of study and travel.
4. Creative work or original contribution to the employee's educational field.
5. Research.

G. Applications: Applications must be made in writing on approved forms not later than March 15, preceding the Fall semester of the academic year for which the leave is requested, or October 15 preceding the Spring semester for which the leave is requested. Applicants will be notified by the District as to final action on their applications not later than May 15 for Fall semester requests, and December 15 for Spring semester requests.

H. Compensation:

1. An employee on sabbatical leave shall receive compensation equivalent to 50% of the regular placement on the instructor's basic salary schedule (excluding extra compensation of any type) that he would have received had he been on duty, and shall receive health and welfare benefits at the same level as he/she would have received had he/she been employed on a regular basis.

2. The compensation shall be paid the employee while on sabbatical leave of absence in the same manner as if the employee were working in the District, upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event the employee fails to render the agreed upon period of service following the return of the employee from the leave of absence. As a condition of being granted a sabbatical leave of absence, the employee shall agree in writing to return to duty in the District following the expiration of the leave of absence for a period of service equal to twice the period of the granted leave.

I. Additional Compensation: Additional compensation is compensation for services of the employee during the period of sabbatical leave other than compensation granted by the District. Additional compensation received by the employee in excess of employee's salary while on sabbatical leave may, if not approved in advance by the Board, be deductible from the leave salary paid by the District. Additional assistance from such recognized sources of aid to study, research, and travel, such as scholarships, will not constitute additional compensation.

J. Reports:

1. Valid transcripts or appropriate evidence shall be filed verifying the work done according to the type of leave offered in "F" above.

2. After returning from leave, the employee shall present a written report and an oral summary, describing the activities of the employee together with the employee's appraisal of the professional value of the experience or knowledge gained while on leave.

Section 5. Military Leave.

A. Leave of absence for military service shall be granted as provided in the appropriate federal statute, and shall be without pay. The written request for such leave shall be submitted to the District on the appropriate form provided by the District.

Section 6. Bereavement Leave.

Employees shall be granted a Bereavement Leave within the following provisions:

A. Employees shall be allowed regular pay for not more than three (3) working days when absent on account of the death of any member of his/her immediate family. Bereavement Leave with pay may be extended to a maximum of five (5) days when one way travel of five hundred (500) miles or more is necessary in connection with the bereavement.

B. Immediate Family: Father, father-in-law, mother, mother-in-law, brother or sister of the employee, grandparents, grandchild of the employee or of the spouse of the employee, spouse, son, daughter, son-in-law, daughter-in-law, or any relative or any significant person living in the immediate household of the employee.

Section 7. Jury Duty and Witness Leave.

Employees shall be granted Jury Duty and Witness Leave within the following provisions:

A. Leave of absence for jury service shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the employee's immediate supervisor.

B. Leave of absence to serve as a witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the employee's immediate supervisor.

C. Leave of absence to serve as a witness in a court case shall be granted an employee who is a litigant in the case when such litigation involves an action arising out of employment by the District. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the employee's immediate supervisor.

D. The jury service fee and witness fee assignment to the District by the employee. referred to in A, B and C respectively, does not include transportation expenses.

E. An employee who has received leave of absence under this rule shall make himself/herself available for work during days when his/her presence is not required in court.

Section 8. Industrial Injury or Illness Leave.

Employees shall be granted Industrial Injury or Illness Leave, with pay, within the following provisions:

A. An employee absent from duty because of a verified and reported industrial injury or illness resulting from his/her regular assignments, and qualifying under the provisions of the Workers' Compensation Insurance Law, shall be compensated at the same rate he/she would have received had he/she worked, from the first day of absence to and including the last day of absence not to exceed sixty (60) work days, for each illness or injury. Allowable leave under this section shall not be accumulative from year to year.

Section 9. Home Responsibilities Leave.

Employees may be granted an unpaid Home Responsibility Leave under the following provisions and upon approval of the Board of Trustees.

A. Eligibility: A leave of absence for home responsibilities may be granted to permanent employees only, for the purpose of child care, adoption, and care of members of the immediate family for health reasons.

B. Procedural requirements: Requests for leaves for home responsibilities must be submitted to the District on the appropriate form provided by the District.

C. Length of leave: A leave for home responsibilities may be granted for the remainder of the school year in which it is requested and may be renewed only for the following school year.

Section 10. Study Leave.

Employees may be granted an unpaid formal Study Leave under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: A leave of absence for study may be granted to permanent employees only. Each employee granted a leave of formal study must complete a minimum of eight (8) semester hours each semester of job related upper division or graduate work in an accredited institution of higher education.

B. Procedural requirements: Requests for leaves for study must be submitted to the District on the appropriate form provided by the District. Requests for leaves of absence to begin in September must be received on or before the preceding April 15. Requests for leaves for the second semester of the school year must be received on or before the preceding October 15.

C. Length of leave: A leave for study may be granted for a minimum of one (1) semester or a maximum of one (1) full school year.

Section 11. Travel for Education Purposes.

Employees may be granted an unpaid Travel for Education Purposes Leave under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: A leave of absence for travel for educational purposes may be granted to permanent employees only.

B. Procedural requirements: Requests for leaves for travel for educational purposes must be submitted to the District on the appropriate form provided by the District. Requests for leaves of absence to begin in September must be received on or before the preceding April 15. Requests for leaves for the second semester of the school year must be received on or before the preceding October 15.

C. Length of leave: A leave for travel for educational purposes may be granted for a minimum of one (1) semester or a maximum of one (1) school year.

Section 12. Opportunity of Employee Enhancement Leave.

Employees may be granted an unpaid Opportunity of Employee Enhancement Leave under the following provisions and upon approval by the Board of Trustees:

A. Eligibility: An opportunity of Employee Enhancement Leave may be granted to permanent employees only. Such leaves may be granted only for activities related directly to the present assignment of the employee.

B. Procedural requirements: A request for an Opportunity of Employee Enhancement Leave must be submitted to the District on the appropriate form provided by the District. Requests for leaves of absence to begin in September must be received on or before the preceding April 15. Requests for leaves for the second semester of the school year must be received on or before the preceding October 15.

C. Length of leave: An Opportunity of Employee Enhancement Leave may be granted for a minimum of one (1) semester or a maximum of one (1) full school year.

Section 13. Miscellaneous.

A. Employees shall receive their usual compensation, which shall not be deducted from accumulated sick leave, for the following:

1. When under quarantine by order of the Health Office of the City or County for such period of quarantine, provided that such period of absence is not over two weeks, and provided further that not more than two separate periods of quarantine shall be paid for in any fiscal year to any one employee.

2. When the College is closed on account of epidemic, fire, flood or earthquake. If the College needs to reschedule the lost days in order to meet the 175 student day requirement, it may so extend the work year without paying the employees any additional amount. Provided that the District, in an effort to notify employees of such a closure prior to their arrival on campus, must have made a reasonable attempt to notify the news media of the emergency closing.

ARTICLE VIII
SALARIES

Section 1. Regular Contract Employees.

Regular contract employees, including counselors, specialists, student personnel workers, librarians, and the college nurse, shall be paid according to the Instructors Annual Salary Schedule -- Appendix "A," attached hereto and made a part of this Agreement.

Section 2. Part-Time Instructors.

Part-time hourly College Credit Instructors and Adult Education Instructors shall be paid according to the Salary Schedule for Continuing Education and other Part-Time Hourly Certificated Salary Schedule and Regulations -- Appendix "B," attached hereto and made a part of this Agreement.

Section 3. Summer Sessions.

Summer session employees teaching college credit courses shall be paid according to the Summer Session - Appendix "C," attached hereto and made a part of this Agreement.

Section 4. Nursing Instructors.

Nursing Instructors shall be paid according to the Instructors Annual Salary Schedule -- Appendix "A," during the months of September through June. Pay for the months of July and August shall be on a per diem basis, as needed, computed on their annual salary.

Section 5. General.

Employees specified in Section 1, Section 3, and Section 4 of this Article shall be placed on their appropriate schedule (Appendix "A" and Appendix "C") as provided in the salary schedule regulations - Appendix "D," attached hereto and made a part of this agreement.

Section 6. paydays.

pay warrants for regular contract instructors, including nurses and student personnel workers, specified in section 1 of this Article shall be issued by the first (1st) working day of the calendar month beginning in October and concluding in July, with the July warrant (only) to be mailed by U.S. mail to the employee's last known address. The annual salary shall be divided equally among the ten (10) monthly pay periods.

Pay warrants for contract counselors shall be issued by the first (1st) working day of the calendar month beginning in September and concluding in July with the July warrant (only) to be mailed by U.S. mail to the employee's last known address. They shall receive one tenth of their annual pay for service performed for months September through May. The tenth month of service will be performed in June and August and will be prorated for pay warrants issued the first (1st) working day of July and September.

Pay warrants for the college specialists shall be issued by the first (1st) working day of each calendar month July through June. The annual salary shall be divided equally among the twelve (12) monthly pay periods.

Pay warrants for regular contract librarians specified in Section I of this Article shall be issued by the first (lst) working day of the calendar month beginning in October and concluding in August, with August warrant (only) to be mailed by U.S. mail to the employee's last known address. The annual salary shall be divided equally among the eleven (ll) monthly pay periods.

Section 7. Extra Assignments.

Regular contract employees specified in Section 1 of this Article with extra assignments (coaches, division chairs, counselors and specialists) shall be paid according to Appendix "D," attached hereto and made a part of this Agreement.

Section 8. Terminated Employees.

Any employee who has terminated his/her employment with the District prior to the date of the signing of this Agreement shall not be qualified for any provision of this Article or any other provision of this Agreement.

Section 9. Conference Attendance.

An employee may request a paid absence in order to attend a conference or seminar which is directly related to his/her assigned duties. The request must be on the District form. If reimbursement of expenses is desired, the estimated amount shall be indicated on the form. All such requests must be submitted to the Board of Trustees for consideration prior to the conference. In the event such conference is approved, the actual expense of the employee only, not to exceed the approved initial estimated expenses, shall be reimbursed by the District.

ARTICLE IX
EVALUATION PROCEDURES

Section 1. General.

Evaluations shall be conducted not less than annually for probationary (contract) employees. For permanent (regular) employees, evaluations shall be conducted not less than once every two (2) years. Normally, the District will, for each permanent employee, alternate between formal and informal evaluations. Formal evaluations are those which culminate in a written rating report which is retained in the employee's personnel file. An informal evaluation involves observations and written or verbal comment, but does not normally result in the completion of a written report or entry in the personnel file. However, it is understood that an informal evaluation may, if any evaluator observes performance which is deemed "below satisfactory" or "needs to improve," result in the scheduling of formal evaluation procedures either that same year or the following year. Employees to be evaluated during each academic year will be notified during the first month of the Fall semester.

For each employee to be evaluated, there shall be an Evaluation Committee established, composed of the employee's Division Chairperson, a volunteer peer instructor selected by the employee, and the Vice President, Instructional Services or his designee. The administrator shall serve as Chairperson. When a Division Chairperson is being evaluated as an instructor, the Committee shall be composed of the Vice President, Instructional Services or his designee and a volunteer peer selected by the Division Chairperson. All peer evaluators must themselves have received a satisfactory rating in their last evaluation, and will normally be from the same department as the employee being evaluated.

The Evaluation Committee shall attempt to assess the instructor's overall performance, including teaching ability, subject matter competence, and the meeting of the established performance factors and standards for evaluation.

Section 2. Observations and Conferences.

Each Evaluation Committee member may conduct as many classroom observations as deemed necessary to assess the effectiveness of the instructor. Within ten (10) working days following an observation, the observer shall write a brief report to the employee with copies to the other Committee members. Committee members may (and normally will) consult together periodically to discuss the employee's performance and progress. When there are indications from one or more Committee members that the employee is not meeting the expected level of performance, assistance and counseling shall be provided. Such assistance/counseling may include, but not be limited to, consultation and advice from Committee members or others; requiring the employee to observe other instructors or engage in independent reading; providing a review of the employee's lecture materials, and the like.

The instructor shall implement the District's authorized student evaluation procedures by reviewing the student questionnaire procedures with each class during the first month of the semester for informational purposes, and distributing the student questionnaire during the third month of the semester for actual student evaluation. The current form is attached hereto as Appendix "G"; any changes in the form must first be the subject of consultation with the Guild.

Section 3. Final Evaluation.

Prior to March 1, a final evaluation conference between the Committee and the employee will be held. All items in the evaluation procedures will be reviewed.

If all Committee members agree that the instructor's performance is satisfactory, the evaluation process shall be deemed completed. If one or more Committee members find that the employee's work "needs to improve" or is "unsatisfactory," the Evaluation Committee shall convene a special meeting of the Committee to attempt to arrive at a concensus. An Evaluation Form(s) shall be completed either by the Committee as a whole or by the individual Committee members, and the employee shall have the right to append to the form(s) a written statement containing his/her views of the situation. The current evaluation forms are attached hereto as Appendices "H," "I," and "J." Any changes in the forms must first be the subject of consultation with the Guild. If, after completion of the above meetings, any Committee member concludes with a "needs to improve" or "unsatisfactory" rating of the employee, the reports of all Committee members and the evaluation forms shall be sent to the Superintendent/President for final written decision and for such further action as may be deemed appropriate, including possible discipline or termination (pursuant to applicable law) and/or reevaluation for the following year. The Superintendent/President shall also determine whether the negative evaluation is to be placed in the employee's personnel file.

Section 4. Evaluation of Non-Instructional Employees.

The evaluation of employees such as counselors, librarian, College nurse and specialists shall be conducted in accordance with the provisions of this Article as they pertain to the employee's job responsibility, except that the appropriate Administrative Dean or designee shall serve along with a volunteer peer (if one exists) as the Evaluation Committee. Observations of such employees shall take place at their job locations.

Section 5. Evaluation Calendar.

The calendar for the implementation of the evaluation process is as follows:

A. October 7 - Employees to be evaluated during the academic year will have been notified, committees formed, and employees notified of the identity of the committee members.

B. October through March 1 - Evaluation observations and assessment program will be conducted by committee members.

C. October 15 - Information copies of "Student Evaluation of Instruction" questionnaires will have been distributed to students by the evaluatees.

D. November 15 through December 15 - Student evaluations will be conducted.

E. March 1 - Final evaluation conference will have been conducted, and student evaluation forms returned to the evaluatee.

F. March 15 - The formal evaluation process will have been completed, and documents forwarded to files.

Section 6. Evaluation of Hourly Employes.

Hourly employees may be evaluated upon the initiation of either the District or the employee. These evaluations will typically be conducted by the appropriate Division Chair or designee.

Such evaluations will be informal and written and need not involve the above procedures and calendar.

The existence or operation of the above hourly evaluation procedure shall not create any right to continuity of employment or prerequisite for nonrenewal of employment.

Section 7. Miscellaneous.

The above procedures are intended to deal with competency and overall teaching effectiveness rather than violations of law or instances of misconduct.

The above procedures are not intended to limit or preclude observations and/or suggestions for improvement from the Superintendent/President or the Vice President, Instructional Services at any time.

Grievances arising under this Article shall be limited to a claim that the procedures of this Article have not been complied with, and shall not contest the standards or judgments of the evaluators or the District.

Section 8. Personnel Files.

Information of a critical or derogatory nature shall not be entered into an employee's personnel file until the employee has been notified and given the opportunity to discuss the matter with the responsible administrator. If the item is then placed in the file over the objection of the employee, the employee shall have the right, within ten (10) working days, to also have included in the file his/her rebuttal to the item in question.

When dealing with non-District persons or agencies, the District shall not furnish personnel file documents or copies, or permit physical access to a personnel file, except upon permission from the employee or upon legal process. The employee shall be notified of any such action, unless the legal process requires otherwise.

If the employee believes that the item is false or inaccurate, he/she may seek review and request that the item not be entered into the file, as follows:

A. The employee may first seek a recommended disposition from the appropriate Division Chair;

B. Whether or not the employee has sought the Division Chair's view, and regardless of the substance of the Division Chair's recommendation, the employee may appeal the matter to the Superintendent/President. In order to be considered, this appeal must be filed within twenty (20) working days after the employee was notified of the item. The Division Chair's recommendation, if any, shall be attached to the appeal. The Superintendent/President shall make the final administrative determination within twenty (20) working days as to whether the material is to be entered into the file or excluded as false or inaccurate.

C. If the employee wishes to contest the matter further, he/she is entitled to present the matter to the Board of Trustees (in executive session) for final determination. In order to be considered, this appeal must be filed through the Superintendent/President's Office within ten (10) working days after the employee received the Superintendent/President's decision. The issue before the Board shall be whether the employee has demonstrated that the material is false or inaccurate. The Board shall make its determination within thirty (30) working days.

ARTICLE X
CLASS SIZE

Section 1. Minimum Class Size.

A. The minimum class size of 15 students shall apply to all credit lecture and laboratory classes, unless the District in its discretion waives the requirement. Examples of reasons for such waivers are: courses required for graduation or for a major or career subject area, or for required licenses or permits; courses based upon periodic need, limited classroom or laboratory facilities, geographic location, experimental or pilot programs, or legal mandates; and independent study, seminar, colloquia, coordinated instruction systems classes and classes by arrangement.

B. The minimum class size for fee classes and summer session may be adjusted periodically by the Board of Trustees.

Section 2. Maximum Class Size.

A. The maximum class size shall be subject to limitations inherent in the nature of the class, the size of room, the number of available student stations and equipment, the safety of students, and budgetary considerations. The maximum class size considering the above criteria shall be determined by the District upon consultation with the Division Chairs and entered in the Course Dictionary. For any given academic term, the District shall not, in scheduling classes, establish seat loads for classes in excess of the class sizes in the then current Course Dictionary except upon agreement with either the appropriate Division Chair or the Guild. The Guild shall designate a representative to be available for this purpose.

Section 3. Large Lecture Classes.

A. Large Lecture credit courses may be made subject to the Large Lecture Class Formula as shown on the attached chart, so that the instructor receives additional teaching unit credit based upon the number of students enrolled. The lecture courses to be made subject to this formula shall be determined by the District.

B. Instructors of classes deemed subject to the formula shall receive additional teaching unit credit based upon class size as specified in the formula. The number of students shall be determined solely by official enrollment/seat load as of the fourth week census printout, unless other arrangements are approved in advance by the appropriate Administrative Dean.

C. If the actual enrollment in a class subject to the formula falls below the number projected when the instructor's workload was initially assigned, the reassignment provisions of Section 5C of this Article shall apply. If the actual enrollment exceeds the number projected, the District will either pay the instructor for the number of additional units under the formula at the established part-time hourly rate, or provide an adjusted workload within the following two (2) semesters. In determining which option to use, the District will give good faith consideration to the preference of the employee.

Section 4. Large Lecture Class Formula

2 UNIT CLASS

Number	Below 51	51-62	63-74	75-86	87-98	99-110	111-125
Teaching credit	2	2½	3	3½	4	4½	5

3 UNIT CLASS

Number	Below 41	41-49	50-58	59-67	68-76	77-85	86-94	95-103	104-112	113-125
Teaching credit	3	3½	4	4½	5	5½	6	6½	7	7½

4 UNIT CLASS

Number	Below 41	41-47	48-54	55-61	62-68	69-75	76-82	83-89	90-96	97-103	104-110	111-117	118-125
Teaching credit	4	4½	5	5½	6	6½	7	7½	8	8½	9	9½	10

5 UNIT CLASS

Number	Below 41	41-46	47-52	53-58	59-64	65-70	71-76	77-82	83-88	89-94	95-100	101-105	108-110	111-115	116-120	121-125
Teaching Credit	5	5½	6	6½	7	7½	8	8½	9	9½	10	10½	11	11½	12	12½

Section 5. Definitions and Reassignments.

A. The references in this Article to "lecture" or "laboratory" courses or classes refer solely to credit courses or classes so designated in the College catalog, and do not refer to combination lecture-activity classes or lecture-laboratory classes, although it is possible for the lecture protion of a lecture-laboratory class to be made subject to the large lecture class formula.

B. This Article provides throughout for various decisions to be made by the District. It is intended to refer to the following process: Recommendation by the appropriate Division Chairperson to the appropriate Administrative Dean; right of instructor to appeal Dean's decision to Superintendent/President for final decision; such final decisions are not subject to review through grievance procedure.

C. If a full-time instructor's normal assigned teaching load is reduced because a class is cancelled under Section 1. or because the projected size of a large lecture class subject to the formula in Section 3 is not met, the instructor may be reassigned to any one or more of the following to complete his/her workload:

1. Instruct another class;
2. Curriculum development project;
3. Supervision or consultation with regard to Cooperative Education Work Experience Program;
4. Such other comparable assignment as is deemed appropriate by the District.

Such reassignment will normally be made either immediately or within the subsequent two (2) semesters, but may be extended, in exceptional circumstances, at the discretion of the District.

ARTICLE XI
HEALTH AND WELFARE BENEFITS

Section 1. District Contribution.

The District will provide for each qualifying employee hired on a full-time contract basis a health and welfare program as follows:

A. One of three:

1. Blue Cross Medical Program - Plan 161973-0829
2. Cigna Medical Group - Plan 5-885-00-B
3. Kaiser-Permanente Medical Plan - Group No. 2838-00.

B. A dental plan for the employee and dependents to be provided by the California Dental Service, comparable to Plan 1179.

C. A vision plan for the employee only to be provided by Vision Service Plan, designated as Plan 3, non-deductible.

D. For employees covered under the Blue Cross medical program, a prescription card ($1/co-pay) for the employee only.

E. A twenty-five thousand dollar ($25,000) life insurance policy for the employee only, subject to ADEA rules.

The health and welfare program as defined above is to be provided by the District through the 1987-88 school year after which the continuation of the program will become a matter of negotiation under the provisions of Article XIV.

For qualifying employees hired on a contract basis of one-half time or more, but less than full-time, the District contribution shall be pro-rated based upon the ratio that the employee's assignment bears to a full-time assignment. The difference between the District contribution and the total premium shall be the responsibility of the employee. The number of pro-rata contracts awarded under this Article shall not exceed ten percent (10%) of the total number of full-time contract employees and the number of pro-rata employees in any division shall not exceed twenty-five (25%) of the number of full-time employees in that division. In the determination of numbers of contracts in each instance above, rounding-off shall be accomplished to the nearest whole number. Infant-care pro-rata contracts shall not count toward the above percentage limitations. For the purposes of this Section, the Student Services employees shall be considered as a division.

Section 2. Early Retirement.

For employees retiring on or after June 1, 1986, the District will pay up to a maximum of two thousand, six hundred dollars ($2,600) per fiscal year for the medical insurance coverage of the retiring employee and his/her eligible spouse, providing the following conditions are met:

A. The employee must have been employed on a contract basis one-half time or more for ten (10) consecutive years by the District immediately prior to retirement.

  1. An employee who has been granted a sabbatical leave or military leave during this period of service, shall have this leave time credited toward this employment requirement.

B. The employee and participating spouse must have been eligible and covered under one of the District-sponsored medical insurance plans in force for a minimum of six months prior to retirement.

C. To be eligible for this benefit, the employee must retire at or after age fifty-five (55) but before age sixty-five (65).

D. The District will pay premiums up to a maximum of two thousand, six hundred dollars (2,600) per fiscal year to an appropriate carrier toward the medical care plan then in effect or as directed in Paragraphs E, F and G below. Such payment shall begin for the retiring employee and his/her eligible spouse beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District will cease payment of the premium when the employee reaches the age of sixty-five (65) or upon his or her death prior to age sixty-five (65) subject to the following exception:

> For those employees retiring between the age of fifty-five (55) and sixty (60), one additional year of premiums for medical insurance coverage, as outlined above, will be paid by the District for each of the years in the difference between age sixty (60) and the employee's age at the time of retirement with such additional coverage terminating if the employee reaches age seventy (70). As an example, an employee retiring after June 1, 1986 at age fifty-seven (57) would be entitled to District-paid health insurance premiums for self and eligible spouse through the employee's age sixty-eight (68) or until the death of the employee, if such occurs prior to the sixty-eighth (68) birthday.

E. A retiree sixty-five (65) years of age or older not eligible for Medicare benefits through Social Security, and whose spouse is not eligible for Medicare benefits, may apply the District medical benefit contribution only toward Medicare Parts A and B and a supplemental plan. Any of the District medical benefit contribution not expended in the purchase of Medicare Parts A and B and a supplemental plan will revert to the District.

F. A retiree who is eligible for District-paid medical insurance premiums and who is personally eligible for Medicare, or whose spouse is eligible for Medicare, must apply for Medicare benefits. The District-provided medical benefit monies may only be utilized in payment for Medicare Part B and a supplemental plan. Any of the District medical benefit contribution not expended in the purchase of Medicare Part B and a supplemental plan will revert to the District.

G. A retiree who, at the time of retirement, is not personally eligible for Medicare benefits, and whose spouse is not eligible for Medicare benefits, but who subsequently becomes eligible, or whose spouse becomes eligible, must apply for Medicare benefits. The District-provided medical benefit monies may be utilized only toward the purchase of Medicare Part B and a supplemental medical plan. Any of the District medical benefit contribution not expended in the purchase of Medicare Part B and a supplemental plan will revert to the District.

H. Eligible retiring employees who desire coverage under provisions of this program shall notify the appropriate District office of such desire at the time of termination of employment and annually thereafter. Where costs of the selected plans exceed the maximum amount contributed toward the approved plan by the District, the employee shall pay the excess amount directly to the District Accounting Office. The excess amount shall be paid annually, no later than September 15, for the ensuing year, or the retiree shall not be eligible for this benefit.

I. If, after retirement, an employee covered under this policy accepts employment where the employee is eligible to be, or is actually, covered by, in the Board's judgment, a plan of insurance comparable to the District's plan, such employee's rights and such employee's spouse's rights under this policy shall terminate.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 1. Physical Examinations.

Physical examinations by the District physician designated to examine personnel, are required and will be paid by the District as follows: Upon return from illness of more than six (6) months duration; or upon request of the Superintendent/President or Vice President, Instructional Services.

Section 2. T. B. Tests.

Tests and reports indicating freedom from active tuberculosis for continuing employees are required not less infrequently than every four (4) years, and will be paid for by the District, if the employee makes use of the tuberculin clearance method provided by the District. If the examination is made by the employee's personal physician, the cost of the examination shall be paid by the employee.

Section 3. Physician Reports.

Written approval from the employee's attending physician is required: Prior to his return to work after an absence of fifteen (15) days or more due to illness or injury; upon return from surgery; from any illness or injury requiring hospitalization; of employees using casts or orthopedic devices; or upon request of the immediate supervisor or Director of Personnel. In every case the physician's clearance must reach the Office of the Vice President, Instructional Services at least one (1) working day prior to the employee's intended return. The cost of the written approval of the physician shall be at the employee's expense.

Section 4. Miscellaneous Deductions.

The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following: Credit Union, United Way/Glendale AID, Tax Sheltered

Annuities, U.S. Savings Bonds and Glendale College Foundation.

Section 5. Division Chairperson Load Reduction.

Full-time Equivalent (FTE) Instructors. Including Division Chairperson	Units Per Year
5 - 8	6
9 - 12	9
13 - 16	12
17 - 20	15
21+	18

Division Chairpersons load reductions are reviewed and approved each semester by the Vice President, Instructional Services.

Section 6. Notices.

All notices and communications required by this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt requested, to the parties at the following addresses, or at such other address for a party as shall be specified by notice given persuant hereto:

To the Guild: Glendale College Guild - AFT
1500 North Verdugo Road
Glendale, California 91208

To the District: Superintendent/President
Glendale Community College District
1500 North Verdugo Road
Glendale, California 91208

Section 7. Faculty Senate Released Time.

The Faculty Senate President or his/her designee, shall be granted released time equivalent to thirty percent (30%) of that employee's basic load, with the scheduling of same to be arranged in advance with the appropriate administrator.

ARTICLE XIII
EFFECT OF AGREEMENT

Section 1. Entire Agreement.

This Agreement is the parties' entire agreement and is to cover all matters relating to wages, hours and all other terms and conditions of employment. The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Guild, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Separability and Savings.

Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

If any such decision or change in law occurs as set forth in the preceding paragraph, the parties hereto shall, upon request by either party within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

Section 3. Revisions.

This Agreement may be amended by the parties hereto pursuant to reopener negotiations (Article XIV). Also, if the parties hereto at any time mutually decide to amend this Agreement, they may do so by a jointly executed written amendment, and such an amendment shall be binding upon the employees.

ARTICLE XIV
DURATION, TERMINATION AND NEGOTIATIONS

Section 1. Duration.

This Agreement shall become effective upon adoption by the Board of Trustees, and shall remain in full force and effect until June 30, 1988. On March 15, 1988 the negotiations for a successor Agreement may commence.

Section 2. Limited Reopeners.

Negotiations may, on March 15, 1986 and March 15, 1987, be reopened on the following provisions to determine possible changes for the 1986-87 and 1987-88 academic years: Article VIII - Salaries (including the appendices incorporated therein and Appendices "E" and "F"), Article XI - Health and Welfare Benefits and up to two (2) additional subjects to be designated by each of the parties. Also, Appendix "K"- Early Retirement shall be considered reopened for the 1986-87 negotiations. Such limited reopeners shall not affect the validity or duration of this Agreement. Such limited reopener negotiations shall be subject to the negotiation obligations of the E. E. R. A., and are not subject to the grievance procedures of Article IV.

DATED: July 10, 1986

GLENDALE COMMUNITY COLLEGE DISTRICT
Sam Black
Dwain O. Reinbolt

By Dwain O Reinbolt

GLENDALE COLLEGE GUILD - LOCAL 2276 OF
THE AMERICAN FEDERATION OF TEACHERS
Steven P. Marsden
Raymond A. Reyes
Makoto Tsuyuki

By Ray Reyes

Ratified by the Guild on July 23, 1986.

By Mona Field
Guild Vice President

Adopted by the Board of Trustees on 7/23/86.

By
President of the Board of Trustees

APPENDIX "A"
INSTRUCTORS ANNUAL SALARY SCHEDULE

Effective July 1, 1986

STEP	Class I Bach. Degree	Class II Bach. plus 42 Units	Class III Bach. plus 56 Units+MA	Class IV Bach. plus 70 Units+MA	Class V Bach. plus 84 Units+MA or doctorate
1	$22,132	$23,203	$24,327	$25,505	$26,740
2	23,018	24,131	25,299	26,525	27,809
3	23,939	25,097	26,312	27,586	28,921
4	24,897	26,101	27,364	28,689	30,077
5	25,893	27,146	28,460	29,836	31,293
6	26,927	28,229	29,596	31,029	32,532
7	28,002	29,360	30,781	32,270	33,833
8	29,124	30,533	32,011	33,563	35,187
9	30,289	31,755	33,293	34,904	36,596
10	31,501	33,026	34,624	36,301	38,059
11	32,760	34,347	36,010	37,753	39,581
12	34,070	35,721	37,448	39,262	41,163
13	35,433	37,150	38,948	40,833	42,811
*16					43,666
*19					44,540
*22					45,431
*25					46,340

The above rates apply to employees under an annual contract in accordance. with Salary Schedule Regulations, Appendix "D".
Payment shall be made on a ten (10) calendar month basis beginning in October.

*Career Increments: Refer to Appendix "D", Section 3.

PART-TIME HOURLY CERTIFICATED SALARY SCHEDULE

APPENDIX "B"
PART-TIME HOURLY CERTIFICATED SALARY SCHEDULE

Effective JULY 1, 1986

SALARY RATES

STEP	CLASS I	CLASS II	CLASS III
1	$23.51	$24.53	$25.63
2	24.53	25.63	26.70
3	25.63	26.70	27.84

SALARY PLACEMENT REGULATIONS

A. On the effective date of the schedule, all instructors shall be placed on the salary schedule according to their previous experience in the Glendale Community College District. Placement and step progression on this Salary Schedule shall be based exclusively on experience in the District. Summer Session experience will not be considered in determining placement on the above schedule. Step 2 becomes effective the fifth semester of service at the College and Step 3 becomes effective the ninth semester at the College. Such service need not be consecutive.

B. To qualify for Class II, the instructor must have earned a Bachelor's Degree or have had at least six (6) years of verified occupational experience in the field in which he/she is instructing.

C. To qualify for Class III, the instructor must have earned a Master's Degree or an equivalent or higher degree, or have earned a Bachelor's Degree and have had at least nine years of verified occupational experience in the field in which he/she is instructing.

D. Part-time hourly employees are paid only for scheduled hours worked.

APPENDIX "C"
SUMMER SESSION

Section 1. Pay -- Regular Staff.

A. Instructors who are paid under Appendix "A" during the regular academic year shall, for summer session services rendered after September 1, 1982, remain under Appendix "A" of this Agreement but shall be limited to a maximum of Step 6 of the applicable class. A full-time teaching load for summer session shall be the equivalent of fifteen (15) hours per week (as defined in Article VI, Section 3). Any lecture or laboratory hours in excess of said equivalent of fifteen (15) hours per week are to be paid under the Part-time Hourly Certificated Schedule (Appendix "B"). Such excess shall not exceed twelve (12) hours except by special approval of the Vice President, Instructional Services.

B. Regular Non-Instructional Certificated Staff shall be paid at the appropriate hourly rate.

Section 2. Pay -- Hourly Instructors.

Employees who during the regular academic year are paid under Appendix "B" of this Agreement shall remain under said hourly schedule for any lecture or laboratory hours worked during summer session.

Section 3. Selection of Staff for Summer Session.

The District shall determine the summer session curriculum. Also, the District retains discretion to determine whether any instructor is qualified to teach any particular course offering. An instructor who has developed an approved course for the summer program shall be given preference in teaching the initial offering of such course. Subject to the foregoing, the following preferences shall apply in the selection process:

A. Priority shall be given to those who are employed by the District under full-time contract during the regular academic year. Within this group, if more than one qualified instructor desires a particular course assignment, the division shall, pursuant to its own internal rotation or distribution system, determine who shall receive the assignment. If there is a dispute within the division, the final selection shall be made by the Vice President, Instructional Services and such final decision shall not be subject to the grievance procedure.

B. Before it hires hourly personnel from other sources, the District shall give consideration to qualified hourly employees who taught courses at the College during the preceding academic year.

C. Counselors, Librarians, and College Nurses shall be employed for summer sessions according to their own rotation or distribution system. If there is a dispute, the final selection shall be made by the appropriate Administrative Dean and such final decision shall not be subject to the grievance procedure.

APPENDIX "D"
SALARY SCHEDULE REGULATIONS

Section 1. Initial Placement On Salary Schedule.

A. Accredited Units and Degrees
All units and degrees for initial placement on the salary schedule must be from an institution of higher education accredited by an agency recognized by the Council on Postsecondary Education.

B. Experience Credit
Employees entering the District shall be given full service credit not exceeding five (5) years experience. Seventy-five percent (75%) of all teaching days within each year must be taught before credit may be claimed. Part-time experience elsewhere shall be evaluated on the same basis as similar experience in the District. The maximum of five (5) years experience may be granted for any combination of the following:

1. Previous teaching experience in the District or any public or private schools or colleges of recognized standing.

2. A maximum of one (1) year of military service with an honorable discharge may be counted towards teaching experience in placement on the salary schedule. A minimum of nine (9) months military service shall be required for a year's credit. Recognized branches of the service are: Army, Navy, Air Force, Marine Corps, Coast Guard, or full-time active duty in the National Guard.

C. Pre-Employment Work Experience
Salary schedule credit may be granted to newly employed occupational/vocational education instructors for pre-employment work experience based upon the following criteria:

1. Vocational/occupational experience must be related directly to the teaching assignment.

2. Placement of instructors on the salary schedule under the provisions of this Section shall be limited to those instructors who meet all of the following provisions:

   a. The principal teaching assignments must be in the occupational/vocational programs or classes as defined by the District.

b. The teaching assignment in the occupational/vocational program must be in excess of fifty percent (50%) time as defined by the District.

c. All pre-employment work experience must be verified on official letterhead stationery of the employer. The verification statement must include the dates of employment and the specific nature of the duties performed. Self-employment statements must be notarized. The Director of Personnel Services may require additional verification evidence.

d. Pre-employment work experience for salary schedule credit must be approved by the Dean of Career Education and the Director of Personnel Services.

e. Vocational teaching time used for student teaching credit may not be used for salary schedule credit.

f. Less than half-time employment will not be credited for salary schedule placement. Half-time or more than half-time may be credited as follows: Two (2) years of part-time experience equals one (1) year of full-time experience.

g. Credit for pre-employment vocational/occupational experience may be granted only upon initial salary schedule placement.

h. A maximum of three (3) years salary schedule credit for pre-employment vocational/occupational experience may be granted as follows:

(h-1) 2-3 years full-time experience =
1 year of credit.

(h-2) 4-5 years full-time experience =
2 years of credit.

(h-3) 6-9 years full-time experience =
3 years of credit.

D. Placement Schedule

1. Class I - Bachelor's Degree or a Community College Instructor's credential (partial fulfillment) in a vocational/occupational subject matter area.

2. Class II - Bachelor's Degree plus 42 units; or Master's; or Community

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College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area.

3. Class III - Bachelor's Degree plus 56 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter, plus 60 semester units (lower division, upper division, or both), 8 semester units of which may be approved work experience; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Associate Degree.

4. Class IV - Bachelor's Degree plus 70 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Bachelor's Degree, plus 28 semester units of either upper division or graduate work.

5. Class V - Bachelor's Degree plus 84 units and Master's or Earned Doctorate; or Community College Instructor's credential (fully satisfied), in a vocational/occupational subject matter area, Bachelor's Degree plus 56 semester units including the Master's Degree and 4 years of verified work experience in subject matter area designated on the credential.

Section 2. Advancement on the Salary Schedule.

A. Credit toward Advancement
Credit toward advancement on the salary schedule starts with the Bachelor's Degree. No additional units taken prior to the date of completion of the Bachelor's Degree may be counted.

B. Service Advancement
All employees except those at the maximum in their Class will advance one Step for each year of service in accordance with the provisions of this Agreement.

C. Class Advancement
Advancement in Class on the salary schedule shall be based upon the following:

1. Class I - Bachelor's Degree or a Community College Instructor's credential (partial fulfillment) in a vocational/occupational subject matter area.

2. Class II - Bachelor's Degree plus 42 units; or Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area .

3. Class III - Bachelor's Degree plus 56 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational

subject matter, plus 60 semester units (lower division, upper division, or both), 8 semester units of which may be approved work experience; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Associate Degree.

4. Class IV - Bachelor's Degree plus 70 units and Master's; or Community College Instructor's credential (fully satisfied) in a vocational/occupational subject matter area plus Bachelor's Degree, plus 28 semester units of either upper division or graduate work, 12 semester units of which may be approved work experience after completion of the Bachelor's Degree and after employement in the District.

5. Class V - Bachelor's Degree plus 84 units and Master's or Earned Doctorate; or Community College Instructor's credential (fully satisfied), in a vocational/occupation subject matter area, Bachelor's Degree plus 56 semester units including the Master's Degree and 4 years of verified work experience in subject matter area designated on the credential, 12 of the semester units may be approved work experience after employment in the District, or a Community College Instructor's credential (fully satisfied), in a vocational/occupational subject matter area, Bachelor's Degree plus 70 semester units including the Master's Degree and 2 to 4 years of verified work experience in subject matter area designated on the credential.

D. Work or Paid Status Requirement

A full-time or part-time employee shall be advanced on the salary schedule whenever he has worked or has been on paid status in the District seventy-five percent (75%) of the assigned days during the preceding year. Employees employed for less than half-time will not participate in salary increments.

E. Course Restrictions

1. All courses must be taken in a college or university accredited by an agency recognized by the Council on Postsecondary Education.

2. No lower division course will count towards advancement on the salary schedule unless it is one necessary to meet requirements for a credential or an advanced degree; or unless the employee is approved to take such course by the Vice President, Instructional Services on the basis that it will provide new or additional knowledge and skill directly related to the assignment of the employee.

3. Audit courses will not count towards advancement on the salary schedule.

4. Work to be taken at a foreign university or college must be approved in advance by the Vice President, Instructional Services.

5. Salary advancement credit will be given only for a grade of "C" or better

in those courses for which a grade is given, and "credit" or "pass" in those courses in which a grade is not given.

F. Special Workshops

1. State and county workshops in special subjects, adult education courses in Spanish, and workshops in Spanish sponsored by recognized community organizations, where there is no local supervision, shall receive credit on the same basis of one unit for sixteen (16) hours of class work, plus sixteen (16) hours outside preparation, or thirty-two (32) hours with no outside work - such classes must have prior approval of the Vice President, Instructional Services.

2. District in-service education workshops and seminars shall receive credit as approved by the Board of Trustees.

G. Unit Restrictions

The District will recognize for advancement on the salary schedule a maximum of twelve (12) semester units or eighteen (18) quarter units taken from September to June. Credit will be given for fractional parts of courses. There is no limit on the number of units which may be taken during the summer or while on leave.

H. Filing Requirements

Employees who wish to qualify for a change in salary classification for the current fiscal year must file report forms of completed units with the personnel office by October 1. Valid transcripts and/or official letters of certification for verification of reported work must be on file in the personnel office by November 30. If not on file by that date credit which may have been allowed on the basis of reports filed will be cancelled retroactively to the beginning of the school year. The units will not be credited toward advancement on the salary schedule for the year in which they were earned. Such units will be credited for the succeeding year, but this will not cause a reduction in the number that may be taken during that year.

I. Verification Requirements

Verification of the completion of all work must be by college or university transcript or by an original letter from the registrar of the school concerned.

J. Doctorate

One hundred dollars ($100.00) per month will be paid for an earned doctorate from an institution of higher education accredited by an agency recognized by the Council on Postsecondary Accreditation to award such a degree.

K. Summer Work Experience

After employment in the District, salary schedule credit may be granted to occupational/vocational instructors who have completed a summer work experience program based upon the following criteria:

1. Summer work experience programs must be directly related to the employee's present assignment.
2. Employees must submit a written request for work experience credit including the program plan, the objectives of that plan, and joint employer-employee statement as to how these objectives will be met.
3. Summer work experience programs must provide a substantial increase in the employee's skill, knowledge and understanding of the subject area.
4. Employment must be in an established business enterprise. Self-owned or self-operated businesses are not approved. No credit is granted for District employment.
5. Summer work experience programs may not be concurrent with any District employment.
6. Employment must be at least two consecutive weeks. (One week equals forty (40) hours.) No credit is granted for fractional parts of a week.
7. A maximum of one semester unit of summer work experience may be given for a forty (40) hour week.
8. A maximum of eight (8) semester units of work experience will be granted per summer.
9. A maximum of twelve (12) semester units may be granted for summer work experience programs for salary advancement.
10. Credit will not be granted for job experience for which credit was previously granted.
11. The prospective employer must be willing to indicate in writing that he knows of the intent and purpose of the summer work experience program and will cooperate in its implementation.
12. Advancement on the salary schedule is subject to all District salary

schedule regulations.

13. Summer work experience programs must have prior approval from the Work Experience Review Committee. The Work Experience Review Committee will determine final credit for summer work experience programs.

L. Lower Division Credit

Occupational and vocational education instructors may be granted credit for lower division courses under the following provisions:

1. Prior approval of lower division course work may be granted by a review committee consisting of the Vice President, Instructional Services, Dean of Career Education, and Director of Personnel Services.

2. Lower division course work must be directly related to the instructor's current assignment.

3. Approval of lower division course work is subject to all other appropriate salary schedule regulations.

M. Adult Education Credit

Occupational and vocational education instructors may be granted credit for adult education courses under the following provisions:

1. Prior approval of adult education course work may be granted by a review committee consisting of the Vice President, Instructional Services, Dean of Career Education, and Director of Personnel Services.

2. Adult education course content must be directly related to the instructor's current assignment.

3. A written statement verifying the number of required attendance hours must be submitted to the personnel office with the request for approval.

N. Training Course Credit

Occupational and vocational education instructors may be granted credit for training courses sponsored by recognized business and industrial firms under the following provisions:

1. Prior approval of training courses may be granted by a review committee consisting of the Vice President, Instructional Services, Dean of Career Education, and Director of Personnel Services.

2. A course description or outline of the training program must be submitted to the Vice President, Instructional Services.

3. The content of the special training program must be directly related to the instructor's current assignment.

4. A statement verifying the number of required attendance hours must be submitted to the personnel office with the request for approval.

5. Approval of training courses is subject to all appropriate salary schedule regulations.

O. Nursing Instructors (LVN's and RN's)

1. Nursing instructors normally employed on a ten (10) school month basis may be employeed on an as-needed basis during the non-contractual summer period.

2. Nursing instructors employed on an as-needed basis during the non-contractual summer period shall be paid at the same daily rate as they are paid during the regular contract year. They shall be paid the daily rate only for days worked, or for days when they are eligible for absence due to illness or personal necessity as provided in this Agreement.

3. Nursing instructors are eligible for Step increases effective July 1.

4. Nursing instructors are eligible for Class increases, when earned, effective per contract school year.

Section 3. Career Increments.

A. Sixteen (16), Nineteen (19), Twenty-two (22), and Twenty-five (25) Year Requirements

A Career employee in Class V shall be eligible to receive a career increment on the salary schedule at the 16th, 19th, 22nd and 25th Steps as credited by the District, provided that the following qualifications have been met:

1. Commencing with the thirteenth (13th), sixteenth (16th), nineteenth (19th) and twenty-second (22nd) Steps as credited by the District, movement to the next successive Step will be possible only after the employee has completed three (3) years of service and a total of four and one-half (4 1/2) semester units or six and three-fourths (6 3/4) quarter units while serving in his current Step. These units shall consist of upper division or graduate courses taken at an accredited college or university, or in workshops, in-service training courses, or other programs

approved by the Superintendent/President in which one unit of credit will be granted for each thirty-two (32) hours of actual class time or for each sixteen (16) hours of actual class time plus an equal number of hours of outside work. Such units are selected from courses in the individual's academic discipline, or from courses, workshops or in-service training courses, or programs designed to improve the effectiveness of the employee.

2. The overall program to be taken during the period of time commencing with the thirteenth (13th), sixteenth (16th), nineteenth (19th) and twenty-second (22nd) Steps as credited by the District, must have prior written approval by the Superintendent/President, and such written approval shall be placed in the employee's personnel file in the District Office.

Section 4. Long Term Contract Substitutes and Temporary Contract Substitutes.

A. An employee elected to a probationary status following service as a Long Term Contract Substitute or Temporary Contract Substitute shall be given credit in placement on the salary schedule for such service provided that the total of previous experience or other eligible criterion does not exceed the usual allowance for outside employees elected to positions in the District.

B. Long Term Contract Substitutes and Temporary Contract Substitutes shall be subject to and entitled to all salary provisions as per probationary and permanent employees.

Section 5. Counselors.

A. Counselors shall be employed for ten (10) calendar months. Counselors' calendar month salaries shall be determined by their placement on the Instructor's Salary Schedule times the appropriate following ratio:

1. 1st year	1.010
2. 2nd year	1.040
3. 3rd year	1.070
4. 4th year	1.100
5. 5th year	1.130

Section 6. College Specialists.

A. College Specialists shall be employed for twelve (12) calendar months. The College Specialists calendar month salaries shall be determined by their placement on the Instructors Salary Schedule times the appropriate following ratio:

1. 1st year	1.010
2. 2nd Year	1.040
3. 3rd year	1.070
4. 4th year	1.100
5. 5th year	1.130

Section 7. Division Chairpersons.

A. Effective January 31, 1983, Division Chairpersons shall be paid an amount in addition to their placement on the Instructor's Salary Schedule.

Number of FTE Instructors in Division	Amount per Month
5 - 8	$112.60
9 - 12	168.91
13 - 16	225.20
17 - 20	281.51
21 +	337.80

B. Division Chairpersons may be assigned from one to ten additional duty days beyond the normal work year. Such additional working days may be prior to the commencement of the annual contract services in the fall, during the semester intersession, or a combination of the two. Compensation for this period will be based upon a daily rate of pay depending upon the individual's placement on the Instructor's Salary Schedule and Division Chairperson's pay schedule.

Section 8. Regulations and Salary Rates for Extra-Curricular Coaching.

A. Regulations

1. The acceptance of extra-curricular duties shall be voluntary.
2. Extra pay assignments shall require approval by the Board of Trustees.
3. In case of absences for a few days only, the work for which compensation is being paid in accordance with this schedule will await the return of the regular employee. In cases of lengthy absences or termination of the original assignee where it becomes necessary for an approved substitute to carry on those duties for which additional compensation is allowed, the substitute shall be paid an amount which bears the same ratio to the total amount allowed for the activity as the number of school days the substitute worked to the total number of days scheduled for the job.
4. There shall be no more than two (2) extra-curricular assignments per employee in any one year, when feasible.
5. No coach will be assigned the head coaching responsibility for more than one major sport per year. Major sports are designated as varsity football, varsity basketball, varsity baseball and varsity track.
6. Coaching assignments are established on a five day week basis.
7. The Director of Athletics shall not receive extra compensation for more than one sport per year. Whenever possible, it is recommended that the division chairperson not handle coaching assignments.
8. The pre-school football coaching assignments shall be paid at the same rate as the Recreation Leader III schedule, not to exceed fifteen (15) six-hour days.

B. Salary Rates

ASSIGNMENT	AMOUNT PER SEMESTER OR SPORT
1. Athletic Director - Men's	$3518.79
2. Athletic Director - Women's	2427.98

3. Coaches

Head Football	4574.43
Assistant Football	2427.98
Head Men's Basketball	2779.85
Assistant Men's Basketball	2427.98
Head Baseball	2779.85
Assistant Baseball	2252.03
Head Men's Track and Field	2779.85
Assistant Men's Track and Field	2252.03
Head Soccer	2779.85
Assistant Soccer	1407.51
Head Men's Tennis	2252.03
Head Men's Cross Country	2252.03
Head Men's Volleyball	2252.03
Head Wrestling	2252.03
Head Golf	2252.03
Head Women's Tennis	2252.03
Head Women's Cross Country	2252.03
Head Women's Track and Field	2252.03
Assistant Women's Track and Field	1724.22
Head Women's Basketball	2252.03
Assistant Women's Basketball	1724.22
Head Women's Softball	2252.03
Assistant Women's Softball	1724.22

Head Women's Volleyball	2252.03
Assistant Women's Volleyball	1724.22

APPENDIX "E"
WORK YEAR - INSTRUCTOR

*1986-87

MONTH		TOTAL
1st	9/4/86 thru 10/3/86	22 days
2nd	10/6/86 thru 10/31/86	20 days
3rd	11/3/86 thru 11/28/86 Non-work days: 11/10/86, 11/27/86, 11/28/86	17 days
4th	12/1/86 thru 12/26/86 Non-work days: 12/22/86 thru 12/26/86	15 days
5th	12/29/86 thru 1/23/87 Non-work days: 12/29/86 thru 1/2/87, 1/19/87	14 days
6th	1/26/87 thru 2/20/87 Non-work days: 1/28/87 thru 1/30/87, 2/13/87, 2/16/87	15 days
7th	2/23/87 thru 3/20/87	20 days
8th	3/23/87 thru 4/17/87 Non-work days: 4/13/87 thru 4/17/87	15 days
9th	4/20/87 thru 5/15/87	20 days
10th	5/18/87 thru 6/12/87 Non-work days: 5/25/87	19 days
TOTAL WORK DAYS		177 days

*This Work Year listing is included in anticipation of the 1986-87 year which begins in September, 1986. The 1985-86 Work Year listing, also consisting of 177 working days, is not included in this current Agreement inasmuch as the 1985-86 Work Year was essentially completed before final adoption of this current Agreement.

APPENDIX "F"
WORK YEAR - COUNSELOR

*1986-87

MONTH		
August	8/18/86 thru 8/31/86	10 days
September	9/1/86 thru 9/30/86 Non-work day: 9/1/86	21 days
October	10/1/86 thru 10/31/86	23 days
November	11/1/86 thru 11/30/86 Non-work days: 11/10/86, 11/27/86, 11/28/86	17 days
December	12/1/86 thru 12/31/86 Non-work days: 12/22/86 thru 12/31/86	15 days
January	1/1/87 thru 1/31/87 Non-work days: 1/1/87, 1/2/87, 1/19/87 1/29/87, 1/30/87	17 days
February	2/1/87 thru 2/28/87 Non-work days: 2/13/87, 2/16/87	18 days
March	3/1/87 thru 3/31/87	22 days
April	4/1/87 thru 4/30/87 Non-work days: 4/13/87 thru 4/17/87	17 days
May	5/1/87 thru 5/30/87 Non-work day: 5/25/87	20 days
June	6/1/87 thru 6/12/87	10 days
TOTAL WORK DAYS		190 days

*This Work Year listing is included in anticipation of the 1986-87 year which begins in August, 1986. The 1985-86 Work Year listing, also consisting of 190 working days, is not included in this current Agreement inasmuch as the 1985-86 Work Year was essentially completed before final adoption of this current Agreement.

APPENDIX "G"
STUDENT FACULTY EVALUATION QUESTIONAIRE

DO NOT IDENTIFY YOURSELF

Name of Course ______________________ Date ______________________

	Excellent	Above Average	Average	Below Average	Very Poorly	Does not Apply
1. How well has the instructor met his stated goals?						
2. How clearly has the instructor defined your responsibility in reaching these goals?						
3. How clearly did the instructor present material?						
4. How willing was the instructor to explain material further if asked?						
5. How professional was the instructor's routine? (Begins and closes class on time and uses class time on course-related material.)						
6. Were you able to get personal help from the instructor if you needed it? (If you have not sought help, answer this question "Does not Apply.")						
7. How would you rate the grading policies of the instructor?						
8. How tolerant was the instructor toward expressions of opinions differing from is own?						

9. What techniques or practices used by the instructor have you found to be particularly effective?

10. What techniques or practices used by the instructor have you found to be particularly disturbing?

11. What specific suggestions do you have for the improvement of this instructor's instruction? (Your suggestions will be handed to the instructor and will not be published.

APPENDIX "H"
FACULTY EVALUATION

☐ Contract (Probationary) ☐ Regular (Permanent) ☐ Hourly (Part-Time)

Instructor's Name ____________________

Division or College Area ____________________

Read "Standards for Evaluation" on reverse side before completing evaluation.	Satisfactory	Needs to Improve	Unsatisfactory
1. Ability to Communicate Knowledge of Subject Matter			
2. Ability to Motivate Interest			
3. Ability to Understand and Respect Students			
4. Organization of Course			
5. Availability and Willingness to Help Students Beyond Classroom			
6. Willingness to Accept Professional Responsibilities			
7. Demonstrates Flexibility in Approaches to Learning			

COMMENDATIONS:

RECOMMENDATIONS:

☐ Student Evaluation Completed

SUMMARY EVALUATION:

☐ Satisfactory ☐ Needs to Improve ☐ Unsatisfactory

SIGNATURES

Evaluator: ____________________ Date: ____________

Evaluatee: ____________________ Date: ____________

Signature of Evaluatee does not constitute an endorsement of the evaluation. The Evaluatee has the right to append this evaluation with a written statement.

White: Personnel Office Copy Yellow: Evaluatee Copy Pink: Evaluator Copy

STANDARDS FOR EVALUATION

1. The material presented by the instructor relates to the objective of the course. The instructor speaks clearly so that he is heard and understood.
2. Class sessions are structured to facilitate student learning.
3. Instructor presents the material on the students' level. The instructor understands and respects students as individuals.
4. The material is presented clearly and orderly in order to facilitate comprehension.
5. The instructor is willing to provide service to students beyond minimum classroom requirements.
6. Instructor observes college policies and administrative procedures and is willing to participate on committees to help solve college problems when the opportunity presents itself.
7. The instructor explores non-traditional teaching strategies, such as individualized instructions, the use of audiovisuals, and library study assignments.

APPENDIX "I"
COUNSELOR/SPECIALIST

☐ Contract (Probationary) ☐ Regular (Tenured) ☐ Hourly (Part-time)

Counselor/Specialist's Name ____________________ Date ____________________

Read "Criteria for Evaluation" on reverse side before completing evaluation.	Satis-factory	Needs to Improve	Unsatis-factory	Unable to Judge
1. Relationship with Students - (Individual)				
(Group)				
2. Relationship with Faculty				
3. Professional Development				
4. Work Habits and Attitudes				
5. Supervisory Abilities				
6. Initiative (in Program Development)				
7. Overall Participation				
8. Student Change or Development				

COMMENDATIONS:

RECOMMENDATIONS:

☐ Student Evaluation Completed ☐ Self-Evaluation Completed

SUMMARY EVALUATION:

☐ Satisfactory ☐ Needs to Improve ☐ Unsatisfactory

SIGNATURES

Evaluator: ____________________ Date: ____________________

Evaluatee: ____________________ Date: ____________________

Signature of Evaluatee does not constitute an endorsement of the evaluation. The Evaluatee has the right to append this evaluation with a written statement.

WHITE: Personnel Office Copy YELLOW: Evaluatee Copy PINK: Evaluator Copy

PERFORMANCE FACTORS DEFINITIONS - BASIS FOR JUDGING

1. Relationship with Students: Warm, accepting and friendly, non-judgmental, sensitive, available.
2. Relationship with Faculty: Effective in conveying program goals, works with faculty in projects, Senate, etc., participates in college-wide concerns.
3. Professional Development: Keeps abreast of developments in field, attends conferences/workshops, publishes, takes course work, self-growth.
4. Work Habits/Attitudes: Organizes work load, completeness, dependable, timely, accepts new responsibilities.
5. Supervisory Abilities: Is available and gives guidance, trains effectively.
6. Initiative in Program Planning: Participates in new/on-going program-related tasks, offers new ideas, implements new programs, change agent.
7. Overall Participation: General level of involvement in college activities.
8. Student Change or Development: Effective in motivating measurable or observable positive change in student behavior.

APPENDIX "J"
SUMMARY EVALUATION AND ASSESSMENT FORM

Librarians and College Nurse

Overall Assessment:

Meets Standards	Does Not Meet Standards
☐	☐

Commendations:

Recommendations for Improvement:

Signature of Evaluator	Date	Signature of Evaluatee	Date

Signature of Evaluatee does not constitute an endorsement of the evaluation. The Evaluatee has the right to append this evaluation with a written statement.

White: Personnel Office Copy Yellow: Evaluatee Copy Pink: School Copy

APPENDIX "K"
EARLY RETIREMENT PROGRAM

Effective July 1, 1986

Section 1. General.

Early Retirement is an optional program whereby certificated personnel may retire from the District and enter into a contract with the District for certain special assignments to be determined by the District. Participation in the program shall be at the initiation of the employee, and at the discretion of the District, and shall be governed by an individual contract which shall meet the standards of this Program as provided below.

Section 2. Eligibility Requirements.

A. To be eligible to apply for this program, employees must meet the following requirements:

1. Have rendered service for a minimum of ten (10) years with the District.
2. Have been a full-time employee of the District throughout the immediate preceding five (5) years.
3. Have attained age 55, but not be older than age 64.
4. Have applied on or before June 1 of the year prior to retirement.

Section 3. Terms and Conditions.

A. Assignments shall be determined as follows:

1. Individuals interested in non-instructional assignments must submit a proposal stating the nature of the anticipated assignment to the Superintendent/President for review. Final action will be by the Board of Trustees.

2. Continuing assignments in the Early Retirement Program shall be reviewable on an annual basis. Participants must initiate a request to continue an assignment before the June 1 immediately prior to the start of the assignment. Final action will be by the Board of Trustees.

B. The compensation for participants will be determined by the District, such compensation to depend upon the nature of the assignment. The District will pay up to a maximum of five thousand dollars ($5,000) for assignments of a non-instructional nature.

C. Health and welfare benefits for Early Retirement Program participants will be in accordance with the provisions of Article XI, Section 2 and Section 3.

D. Early retirees no longer contribute to STRS and, therefore, acquire no further service credit toward retirement. The early retiree's retirement allowance will be computed on the basis of the service he/she had earned to the date of resignation.

E. Participants shall be independent contractors and not employees of the District.

F. Early retirees under this program are not covered by workers' compensation and are not reported to the District's carrier.

G. As an independent contractor, the retiree is responsible for reporting and paying all appropriate taxes on all contract payments.

H. As an independent contractor, the retiree should determine if he/she qualifies for social secutity as a self-employeed person.

APPENDIX "L"
INSTRUCTIONAL TELEVISION

Section 1. Telecourses

For the purposes of this Agreement, all courses offered on television for credit will be referred to as telecourses.

Section 2. Compensation

Telecourse instructors will be paid from the part-time hourly schedule. They will be paid for eighteen (18) weeks of instruction. Such pay will be the number of weeks times the number of hours of instruction per week as shown on the course outline for the particular course or its equivalent in the Glendale Community College curriculum. The large lecture class formula will be utilized based upon the number of students that take the mid-term examination.

Section 3. Other

The Guild shall be advised of changes in the telecourse delivery system adopted by the District which will result in work load increases. Such increases will not be implemented until negotiated between the Guild and the District.

All telecourses must be approved in the usual manner, needing Division approval, C & I approval, and Board approval.

A01

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#4498

AGREEMENT

BETWEEN

IMPERIAL COMMUNITY COLLEGE DISTRICT

AND

IMPERIAL VALLEY COLLEGE CHAPTER

OF

CALIFORNIA TEACHERS' ASSOCIATION

1986-89

A02

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A04

ARTICLE I RECOGNITION

The Board of Trustees of the Imperial Community College District, hereinafter referred to as the "Board" or the "District," hereby recognizes the Imperial Valley College Chapter of the California Teachers Association/National Education Association (IVCC CTA/NEA), hereinafter referred to as the "Association" or the "IVCC CTA/NEA," as the sole and exclusive representative of those certificated classes and employees enumerated in the Recognition Agreement, executed and attached hereto as EXHIBIT "A."

The District agrees to negotiate only with the Association's representatives officially designated by the Association to act in its behalf.

The Association recognizes the Board as the duly-elected representative of the people and agrees to negotiate only with the Board's representatives officially designated by the Board to act in its behalf.

A05

ARTICLE II ASSOCIATION RIGHTS

Distribution of Materials

The Association shall have the right to distribute organizational materials on District property. The distribution of organizational materials shall take place in such a manner that unit members are not distracted from performing their duties. The Association shall have the right to use the Faculty Lounge bulletin board, mailboxes, and the College mail system. Organizational materials placed in staff mailboxes or posted on the Faculty Lounge bulletin board shall bear the name of the Association and the date of distribution or posting. Only those organizational materials officially authorized by the Association Chapter President shall be placed in staff mailboxes. The Association agrees to provide to the Superintendent a courtesy copy of each organizational material to be posted or distributed.

Access

Association representatives shall have the right of access to areas in which employees work. Association representatives may engage in recruiting activities and conduct official Association business including representation in grievance procedure matters on District property, provided they do not interfere with employees during hours of duty assignment. Within thirty (30) calendar days of ratification of this Agreement by both parties, the Association shall provide the District with the names, titles, addresses, and telephone numbers of Association representatives.

Consultation

The Association shall have the right to consult with District management on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. In order to facilitate such consultation and to consult on matters related to the administration of this Agreement, the parties agree that during each semester this Agreement is in effect there will occur meetings composed of representatives of the Association and District management. The times and places of such meetings shall be mutually agreed upon by both parties. In no event will there be fewer than two (2) such meetings per semester. The Association shall have the right to submit in advance information and materials relating to agenda items for meetings of the District Board of Trustees, provided that the items are not under consideration at the time in collective negotiations between the parties.

ARTICLE II ASSOCIATION RIGHTS (continued)

Parking Permits

A campus faculty parking identification sticker shall be provided to the designated local representative of the Association.

Use of Facilities

Upon advance request, and depending upon availability, the Association will be granted, without cost, the use of College facilities, audio-visual equipment, and duplicating equipment. The Association shall reimburse the District, at District cost, for use of materials.

Requests for Information

In order to fulfill its responsibilities as the exclusive representative of certificated employees, the Association will be provided upon request two (2) copies of any District report including the tentative, publication, and adopted budgets, and other materials pertaining to matters of collective bargaining.

Personnel Files

The Association shall have the right to review the personnel files of bargaining unit members upon the written authorization of the member or when the member accompanies the Association representative.

Distribution of Agreement

The District and the Association agree to share equally the cost of reproducing copies of this Agreement and further agree to provide a copy to each member of the bargaining unit within thirty (30) calendar days of the date of its official ratification by both the District and the Association.

A07

ARTICLE II ASSOCIATION RIGHTS (continued)

Dues Deductions

The District agrees to deduct dues in certified, uniform amounts from the pay of bargaining unit members, and to pay to the Association the normal and regular monthly membership dues which are voluntarily authorized by the employee in writing, subject to the following conditions:

(1) Such deductions shall be made only upon the submission in writing of a duly executed authorization by the unit member;

(2) The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is submitted in writing to the District payroll office prior to the tenth (10th) calendar day of the month.

Rosters

The names and addresses of unit members as provided to the District by the unit members themselves shall be provided to the Association within thirty (30) calendar days of the beginning of each fall semester. The telephone numbers of unit members as provided to the District by the unit members shall be provided to the Association unless the unit member expressly requests confidentiality.

Released Time

Reasonable released time shall be granted Association representatives for the purposes of negotiations and the administration of this Agreement. The Superintendent or his designee may grant released time to Association representatives to attend to state Association business that he deems to be beneficial to the District.

ARTICLE III UNIT MEMBERS RIGHTS

General

The District and the Association recognize the right of unit members to form, join, and participate in lawful activities of employee organizations and the equal alternative right of unit members to refuse to form, join, and participate in such activities.

Personnel Files

The personnel file of each bargaining unit member shall be maintained in the District's Personnel Office.

Members of the unit shall have the right to inspect and receive copies of materials in their personnel files upon request at any off duty time when the District's Personnel Office is open.

Information of a derogatory nature shall not be placed in the unit member's personnel file until the member has been sent a copy of the material to be entered into the file accompanied by a written notice of intent declaring that the material will be placed in the member's personnel file.

The unit member has the right to respond in writing to the information of a derogatory nature. The member's response shall be attached to the derogatory material in question and shall become a part of the member's file.

Upon the written request of the unit member, the District agrees to remove and destroy any materials of a derogatory nature which have remained in the file for five (5) years.

Any information or material which evolves from the evaluation process and which is considered to be derogatory shall not be subject to the notice and removal requirements described above.

A09

ARTICLE IV DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control District affairs to the full extent of the law.

The Board of Trustees and District management retain the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE V NON-DISCRIMINATION

The parties agree to comply with Sections 3543.5 and 3543.6 of the Government Code of the state of California and federal and state statutes and regulations regarding affirmative action and non-discrimination.

A11

ARTICLE VI LEAVES

Sick Leave

Members of the bargaining unit will be granted twelve (12) days of sick leave with pay for each school year, such leave to be made available on the first (1st) day of each school year.

Any unused portion of the twelve (12) days of sick leave will be accumulated indefinitely and will be transferred to another California school district upon the written request of the unit member.

At the beginning of each school year, the District shall provide every unit member with a written statement of that member's total number of sick leave days accumulated and the total number of sick leave days available for the ensuing school year.

Unit members who have accumulated sick leave in another California school district may request the district of previous employment to send an official verification of the accumulated sick leave to the Vice-President for Academic Services at Imperial Valley College who shall, in turn, credit such leave to the unit member's sick leave balance.

Unit members will notify the Vice-President for Academic Services, or designee, of illness as early as possible before the absence.

Members of the bargaining unit will be granted one (1) non-cumulative additional day of sick leave for each summer session during which they are employed by the District, such leave to be made available on the first (1st) day of each summer session.

Extended Sick Leave

When a unit member's absence on account of illness or accident extends for a period of five (5) school months or less, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee who is employed to fill the unit member's position during the absence, or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had one been employed.

A12

ARTICLE VI LEAVES (continued)

Bereavement Leave

Bereavement leave, with pay, of three (3) days per occurrence will be allowed members of the certificated bargaining unit for the death of anyone in the unit member's immediate family as defined below.

The District may extend bereavement leave by one (1) day for each five-hundred (500) miles that need to be traveled to attend a funeral of a member of the immediate family; however, such an extension shall not exceed a total of two (2) days.

"Member of the immediate family," for the purpose of this section shall mean the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, or any relative living in the immediate household of the unit member.

Maternity Leave

A member of the bargaining unit shall be granted a leave of absence for reasons of pregnancy, miscarriage, childbirth, and recovery therefrom. The request for leave shall be submitted to the Vice-President for Academic Services as far in advance as possible.

The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the health or temporary disability insurance or sick leave plan available to unit members.

Any accrued sick leave and entitlement to other sick leave may be used for maternity purposes.

In the event the unit member is unable to return to duty after the expiration of an approved maternity leave, the District may grant additional personal leave without pay not to exceed one (1) school year beyond the school year in which the birth occurred.

ARTICLE VI LEAVES (continued)

Personal Necessity Leave

A member of the bargaining unit may, at her or his election, designate up to a maximum of six (6) days per year of sick leave to be used in case of personal necessity for the following reasons:

(1) a death of a member of the immediate family if additional leave is needed beyond that provided under the bereavement leave section in this Article;

(2) an accident or illness involving a unit member's person or property or the person or property of the unit member's immediate family;

(3) an appearance in court as a litigant or as a witness under an official order.

For the purposes of this section, "member of the immediate family" shall be defined as it appears under the bereavement leave section of this Article.

Leaves taken under number (1) and (2) above do not require advance written notice to be given by the unit member. However, if leave is taken under number (3) above, advance notice will be submitted in writing by the unit member to the Vice-President for Academic Services.

Personal Leave

A member of the bargaining unit may be granted up to two (2) days per academic year of personal leave, without loss of pay but with loss of an equal number of days of sick leave, for any of the following reasons:

(1) a special event in one's family, such as graduation or the marriage of a child or the birth of a child or grandchild;

(2) the death of a friend;

(3) an extension of bereavement or personal necessity leave;

(4) a matter relating to one's graduate program;

(5) participation in community affairs;

(6) a personal matter.

ARTICLE VI LEAVES (continued)

A request for such leave shall be made in writing by the unit member to the Vice-President for Academic Services and, when possible, shall be made at least one (1) week in advance. When a request in advance is not possible, the leave may be approved after it is taken.

Jury Duty or Witness Leave

A unit member may be granted a leave of absence with pay to appear as a witness in court other than as a litigant, or when regularly called for jury duty, up to the amount of the difference between the unit member's regular earnings and any amount the unit member receives for jury or witness fees.

A request for a leave of absence under this section shall be made by the unit member by presenting the actual subpoena or official court summons to jury service to the Vice-President for Academic Services.

Sabbatical Leave

Sabbatical leaves may be granted to members of the certificated bargaining unit for the purpose of carrying out an approved program which will benefit the District, the students, and the instructor. Consideration will be given to programs designed to increase the effectiveness and usefulness of the unit member to the District through study, research, travel, or other creative activity.

A member of the unit who has satisfactorily completed six (6) full years of service will be eligible to apply for such leave.

Leave may be granted for a full academic year at fifty-eight percent (58%) of full pay, one (1) semester at full pay, or two (2) semesters at fifty-eight percent (58%) of full pay, provided that in the last case both leaves are completed within a three (3) year period.

There shall be no more than two (2) unit members, or two percent (2%) of all unit members, whichever is greater, on sabbatical leave at any one time during a semester.

A proposed plan of work must significantly relate to the unit member's assignment. It should have the effect of enhancing the background or improving the unit member's ability to perform the assignment. Equal value shall be given to study, research, travel, or other creative activity, or a combination of the four (4).

ARTICLE VI LEAVES (continued)

Eligible unit members must submit, in writing to the Vice-President for Academic Services, a proposed plan prior to February 1st of the academic year or fall semester preceding the year for which the leave is requested. The application for spring semester leave must be filed by no later than the October 15th preceding said leave. The plan of work should provide sufficient information for evaluation according to the criteria outlined above.

Either a faithful performance bond or a leave of absence agreement must be executed as a condition of the leave. The unit member shall agree in writing to render, upon return from sabbatical leave, a period of service to the District which is equal to twice the period of the leave.

Upon return from leave, the unit member shall submit to the Vice- President for Academic Services (for review by the Board of Trustees) a written report and/or transcripts pertaining to the plan of study undertaken during the leave.

The current methods and procedures used to select unit members for recommendation to the Board of Trustees for sabbatical leaves, shall be continued during the term of this Agreement.

Industrial Accident and Illness Leave

A member of the bargaining unit who has an accident or develops an illness which arises out of, and in the course and scope of, his or her employment by the District, and whose application for benefits is accepted by the District's compensation insurance carrier, shall be eligible for industrial accident and illness leave under these provisions.

Allowable leave for an industrial accident or illness shall be for the number of work days of temporary disability or shall be for not fewer than sixty (60) work days in a fiscal year during which the College is in session or when the unit member would otherwise have been performing work for the District.

Such a leave shall commence on the first (1st) day of absence and shall not be accumulated from year to year. When the leave overlaps into the next fiscal year, the unit member shall be entitled to only the remaining amount of unused leave originally granted for any one (1) illness or injury.

During such a leave the unit member shall endorse over to the District the temporary disability indemnity checks received as a result of the industrial accident or illness. The District, in turn, will issue to the unit member appropriate salary warrants.

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ARTICLE VI LEAVES (continued)

Upon the termination of such a leave, the unit member will be entitled to sick leave in accordance with such provisions in this Agreement. The first (1st) day of sick leave shall be the work day immediately after the termination of the industrial accident or illness leave.

The parties agree to comply and act in accordance with appropriate statutory provisions relative to industrial accidents and illnesses.

Other Leaves of Absence

A member of the bargaining unit may be granted a leave of absence with health and welfare benefits upon the recommendation of the Superintendent/President for a period not to exceed one (1) year. Any such leave of absence will terminate at the end of the fiscal year, June 30th, but may be extended for a specific period of time by the Board of Trustees.

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ARTICLE VII SAFETY

The District agrees to provide safe conditions under which unit members are required to work.

The District agrees to comply with standards prescribed by applicable federal, state and local laws, regulations, and ordinances affecting the safety of unit members.

Members of the bargaining unit agree to report any unsafe conditions, in writing, to the Vice-President for Business Services and to give recommendations for remediation where appropriate.

ARTICLE VIII TRANSFER AND REASSIGNMENT

Definitions

A "transfer" occurs when a unit member moves from: (1) the College to an off-campus site; (2) an off-campus site to the College; or (3) one off-campus site to another.

A "reassignment" occurs when a unit member moves from one Division or Department to another.

A "voluntary" transfer or reassignment is one which is initiated by the unit member.

An "involuntary" transfer or reassignment is one which is initiated by the District.

General

The Superintendent or a designee shall transfer or reassign unit members based upon the needs of the District which are paramount and which are in the best interest of the District and its employees.

A conference will be held between the unit member and the Vice-President for Academic Services to discuss the reason(s) for a transfer or reassignment.

When a transfer or reassignment is to be made, the Vice-President for Academic Services shall notify the Association as soon as he/she has knowledge of the pending transfer or reassignment and shall immediately post a notice to that effect on the faculty bulletin board in order to promote voluntary transfers and reassignments.

When a voluntary or involuntary transfer or reassignment is contemplated, the District shall consider the following factors in addition to the needs of the District: the affected unit member's qualifications; demonstrated abilities; preference; and length of service with the District.

When an appointment is to be made to a newly created position or to a vacated existing position, the District shall notify the Association to that effect at the same time the position is advertised and shall post a notice on the faculty bulletin board.

ARTICLE VII TRANSFER AND REASSIGNMENT (continued)

Voluntary

A request for a transfer or reassignment may be initiated at any time by the unit member by submitting the request in writing to the Vice-President for Academic Services. The District shall endeavor to grant a unit member's request for transfer or reassignment.

If a unit member's request for a transfer or reassignment is not granted, he or she shall be entitled to receive, if requested in writing, an explanation in writing of the reason(s) for not granting the requested transfer or reassignment.

Involuntary

Members of the unit who are to be involuntarily transferred or reassigned shall be given as much advance notice as possible prior to the effective date of the transfer or reassignment.

If a unit member is to be involuntarily transferred or reassigned, he or she shall be entitled to receive, if requested in writing, an explanation in writing of the reason(s) for the transfer or reassignment.

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ARTICLE IX EVALUATION PROCEDURE

Definitions

A "contract employee" means a member of the bargaining unit who is employed on the basis of a contract in accordance with the provisions of Education Code Sections 87605 or Subdivision (b) of Section 87608.

A "regular employee" means a member of the bargaining unit who is employed on a regular basis in accordance with the provisions of Subdivision (c) of Education Code Section 87608 or Section 87609.

A "categorically funded certificated employee" means a member of the bargaining unit who is employed on the basis of a contract in accordance with the provisions of Education Code Section 87470.

An "academic year" means that period of time beginning on the first (1st) day of a fall semester and ending on the last day of the following spring semester.

An "evaluator" means the Vice-President for Academic or Counseling Services or a designee from the administrative staff.

An "observation visitation" means a period of time during which an evaluator observes a unit member performing assigned duties.

General

All information and materials related to the evaluation process shall remain confidential.

Evaluation forms currently in use at the time this Agreement goes into effect shall continue to be used for the duration of this Agreement.

Evaluators and unit members being evaluated are encouraged to meet informally at any mutually agreed upon time before, during, or after the evaluation process.

Matters of substance in a unit member's evaluation shall not be subject to the grievance procedure in this Agreement.

Contract employees and categorically funded certificated employees shall be evaluated at least once in each academic year.

Regular employees shall be evaluated at least once in every two (2) academic years.

ARTICLE IX EVALUATION PROCEDURE (continued)

Evaluations of contract, regular, and categorically funded certificated employees shall be conducted by evaluators.

Procedure

Initially, a member of the unit who is to be evaluated shall meet with the evaluator in a pre-observation conference, the purpose of which is to discuss, ascertain, and identify the ingredients and objectives of the evaluation, the time and conditions of the observation visitation, and the time of the post-observation conference.

The observation visitation shall take place within twenty-five (25) work days of the pre-observation conference. Observation visitations normally will be for periods of fifty (50) minutes; however, the period of time of an observation visitation may be shortened or lengthened by the mutual agreement of the unit member and the evaluator.

Extemporaneous notes may be taken during the observation visitation. Evaluation forms should be filled out during or immediately following the observation visitation.

In that the purpose of evaluation is the improvement of instruction, positive instructional features observed during the observation visitation should receive as much, if not more, emphasis than negative features.

The post-evaluation conference shall take place within twenty (20) work days of the observation visitation. Within fifteen (15) work days of the observation visitation, the evaluator shall submit to the unit member being evaluated a copy of the evaluation form which may include any extemporaneous notes taken during the observation visitation.

During the post-evaluation conference, the evaluator and unit member may agree to changes in the evaluation form, in which case it shall be re-drafted and submitted to the unit member within five (5) work days of the post-evaluation conference. The unit member shall sign and return to the evaluator the modified, re-drafted, final evaluation form within five (5) work days of the date it was submitted to the unit member.

In the event the unit member being evaluated receives what he or she considers to be a negative evaluation, the evaluator and unit member shall discuss the matter at the post-evaluation conference. The evaluator shall specify on the evaluation form the reasons for the negative evaluation. The evaluator and the unit member shall meet within fifteen (15) work days of the

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post-evaluation conference to develop a written, detailed plan for remediation of the deficiencies upon which the negative evaluation was based.

A copy of the final, signed evaluation form shall be given to the unit member, and a copy shall be placed in the unit member's personnel file by no later than May 15th of the academic year. The unit member and the evaluator may extend this May 15th deadline by mutual consent.

The unit member may attach to the evaluation form copies of peer evaluations, student evaluations and/or self-appraisal evaluations.

An evaluation considered by the unit member to be negative shall be removed from the personnel file after two (2) evaluations have taken place which are not considered to be negative by the unit member.

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ARTICLE X GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to provide an orderly method of resolving grievances, as promptly as possible, that arise under this Agreement.

Definitions

A "grievance" is a formal, written allegation by a grievant that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of this Agreement.

A "grievant" is (1) a member of the bargaining unit, (2) a group of members, or (3) the Association, any one of which alleges a violation, misapplication, or misinterpretation of this Agreement.

A "day" is any day during which the administrative offices of the District are open for business with the exception of the winter, spring, and summer recesses.

Procedure

Level One

Within thirty (30) days after the grievant knew, or could reasonably have known, of the event or condition upon which the alleged grievance is based, the grievant shall officially file a written grievance with the Superintendent/President. Within five (5) days of the filing, the parties shall meet in an attempt to resolve the alleged grievance.

The written grievance shall set forth in a clear and concise manner the provision alleged to have been violated, misapplied, or misinterpreted, the circumstances involved, and the specific remedy sought.

The Superintendent/President shall have ten (10) days after receiving the written grievance to render a written decision to the grievant. If the grievance is not resolved at Level One, or if the Superintendent/President has not rendered a decision within the ten (10) day time limit, the grievant may appeal the decision in writing to Level Two within ten (10) days of receipt of the written decision or within ten (10) days of the expiration of the Level One time limit if no decision is rendered.

ARTICLE X GRIEVANCE PROCEDURE (continued)

Level Two

The appeal shall be made to the Board of Trustees and shall include a copy of the original grievance, and the decision, if any, rendered at Level One.

The Board of Trustees shall consider the grievance at the next regularly scheduled meeting after it has received the appeal in writing.

The Board of Trustees shall hold a hearing on the grievance which may be either public or in executive session in accordance with the grievant's request.

The Board of Trustees shall render a written decision on the grievance as soon as possible after the hearing but by no later than the next regularly scheduled meeting.

The decision of the Board of Trustees shall be final and binding.

If no decision is rendered within the Level Two time limit, the requested remedy shall be implemented.

General Provisions

It is mutually agreed that grievances should be processed as rapidly as possible. If a grievance is not processed by the grievant in accordance with the time limits set forth herein, the grievance shall be considered settled on the basis of the last decision rendered. Time limits specified herein may be altered by the mutual, written consent of the parties.

At any time during this procedure, the parties are encouraged to meet informally in an attempt to resolve the grievance.

Grievance forms shall be prepared jointly by the District and the Association.

Decisions rendered in writing shall set forth the decision and the reason, and the decision will be transmitted promptly. Time limits shall begin the day following the filing of the grievance.

Any records pertaining to a grievance shall be kept in a District file separate from the grievant's official personnel file. The grievant may examine his or her own file at any off-duty time.

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ARTICLE X GRIEVANCE PROCEDURE (continued)

A grievant may choose self-representation or representation by the Association. If the grievant chooses self-representation, the Association shall be informed of the decision at each level and shall have the right at each level to present its views regarding the grievance.

Prior to submission of a grievance to Level Two, either party shall be granted, upon request, the opportunity to seek the services of the California Department of Industrial Relations, Mediation/Conciliation Service, for mediation and recommendation.

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ARTICLE XI WORKLOAD

The normal teaching load of an instructor shall be fifteen (15) lecture hours per week or equivalent spread over a five (5) day period. One (1) laboratory hour may be converted to a lecture hour by using the factor .75.

The normal workload for counselors or librarians shall be thirty-five (35) hours per week exclusive of overload.

The workload for members of the bargaining unit shall include the primary function of teaching, counseling, or serving as a librarian. In addition, the workload may include, but not be limited to, these allied professional responsibilities: preparation for classroom activities; evaluating student performance including test and/or paper correcting and grading; holding office and appointment hours; serving on College committees; developing courses; sponsoring student clubs and activities; and helping to plan and approve students' programs.

Members of the unit who are classroom instructors will be assigned a private office, if that is possible, so that the instructor will have an appropriate place to confer with students. The office is intended also to provide a place for the instructor to prepare for classroom instruction and to perform other professionally related duties and assignments. In the event an instructor is assigned to an office with more than two (2) persons, the instructor may work in a different location and be available on campus.

Members of the unit who are classroom instructors shall post a schedule card on or adjacent to their office doors so that students and others may know their teaching and office hour schedules. Five (5) hours per week shall be set aside by the instructor as scheduled, maintained, office hours at which times the instructor is available to students. Scheduled office hours must be spread over at least four (4) days per week. An additional ten (10) hours per week will be made available for appointments. During the period of a semester, office and appointment hours must average fifteen (15) hours per week.

In the event it is necessary to make long term changes in scheduled office hours, the instructor shall make corrections on the posted schedule and so notify in writing the appropriate division chairperson and the Vice-President for Academic Services. Temporary changes shall be posted on the posted schedule by the instructor and the division secretary shall be notified.

If the Vice-President for Academic Services is unable to fill an instructor's teaching assignment with day classes, the instructor may be assigned evening classes as part of the normal teaching load. Such an evening assignment shall not be considered as an overload.

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ARTICLE X WORKLOAD (continued)

Normally, a full-time teaching load consists of no more than three (3) preparations. In order to achieve this objective, a per-session instructor may be replaced. However, if the objective cannot be attained, the instructor either may agree to take more than three (3) preparations or agree to take a reduced teaching load at a partial contract.

Unit members shall have first call over per-session instructors for overload assignments up to one (1) class (three (3) units) and for summer school.

It is the intent of the parties that present class sizes shall continue for the duration of this agreement.

Minimum class sizes shall be twenty (20) students per class with the following exceptions:

(1) If a small group of students needs a certain course for graduation and no substitute course can be arranged;

(2) If a new course is inaugurated and it is believed that the offering of the course to a group smaller than twenty (20) students will enhance the potential growth of the course;

(3) If a course is offered that is an important part of the curriculum and the instructor's class sizes in other assigned courses are above average;

(4) If it is deemed wise to offer special studies, individual studies, and honors courses.

Maximum class sizes shall be no more than forty (40) students per class except with the consent of the instructor.

ARTICLE XII PRE-RETIREMENT WORKLOAD REDUCTION

Members of the bargaining unit may petition the Governing Board of the District to reduce their workloads from full-time to part-time and if approved shall receive the health and welfare insurance, life insurance, and retirement service credit they would have received if they were employed on a full-time basis, and have their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System, based on the salary they would have received if employed on a full-time basis.

Reduced workloads under this Article shall be subject to the following provisions:

(1) The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.

(2) The unit member shall have been employed by the District full-time in a position requiring certificaton for at least ten (10) years of which the immediately preceding five (5) years were full-time employment without a break in service.

(3) For the purposes of this Article, sabbaticals and other approved leaves of absence shall not constitute a break in service. However, time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed herein.

(4) The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.

(5) The period of such part-time employment shall not extend beyond the end of the academic year during which the unit member reaches his or her seventieth (70th) birthday.

(6) The period of such part-time employment shall not exceed five (5) years.

(7) The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position.

(8) The unit member shall be paid a salary which is the pro-rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment.

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ARTICLE XII RE-RETIREMENT WORKLOAD REDUCTION (continued)

(9) The unit member shall contribute to the Teachers Retirement Fund the amount that would have been contributed had the member been employed full-time.

(10) The District shall contribute to the Teachers Retirement Fund an amount based upon the salary that would have been paid to the unit member had the member been employed full-time.

ARTICLE XIII COMPENSATION

Members of the bargaining unit shall be paid in accordance with the 1986-87 Faculty Salary Schedule (EXHIBIT "B") and accompanying regulations (EXHIBIT "C").

For each lecture-type unit taught during summer session, the rate of pay to an instructor who is a member of the bargaining unit shall be computed by multiplying .0222 times the current fiscal year's base contract salary or placement upon the schedule rounded to the nearest dollar.

For each laboratory-type unit taught during summer session, the rate of pay to an instructor who is a member of the bargaining unit shall be computed by multiplying .0167 times the current fiscal year's base contract salary or placement upon the schedule rounded to the nearest dollar.

For counselors and librarians working during the summer, the weekly rate of pay shall be computed by multiplying .0222 times the current fiscal year's base contract salary or placement upon the schedule rounded to the nearest dollar.

Members of the bargaining unit shall be paid twenty dollars ($20.00) per unit for administering an examination for students seeking credit by examination.

For overload assignments, unit members shall be paid at the rate of seventeen dollars ($17.00) per lecture-type hour taught and twelve dollars and seventy-five cents ($12.75) per laboratory-type hour taught.

If a unit member agrees to teach the class or course of another unit member who is unavailable to teach, the rate of pay shall be at the overload rate described directly above.

Three (3) categories of certificated employees shall be paid on a pro-rata basis: (1) those employed on a partial contract; (2) those employed in accordance with the Pre-Retirement Workload Reduction plan; and (3) those who are laid off as a result of a decline in average daily attendance (ADA) or a reduction or discontinuance of a particular kind of service and who are subsequently recalled for less than full-time service. Pro-rata pay shall be computed as follows:

$$\begin{array}{l}\text{annual pay}\\ \text{rate from}\\ \text{salary}\\ \text{schedule}\end{array} \times \left(\frac{\text{current load in lecture equivalents}}{\text{full load in lecture equivalents}}\right) \times .1 = \begin{array}{l}\text{tenthly}\\ \text{pay}\end{array}$$

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ARTICLE XIII COMPENSATION, (continued)

If a unit member is absent without authorization from a class or a scheduled office hour, reduction in pay for each hour of such absence shall be calculated as follows:

for 1986-87 $$\frac{\text{annual salary}}{\text{177 days}} = \text{daily rate}$$

for 1987-88 $$\frac{\text{annual salary}}{\text{177 days}} = \text{daily rate}$$

for 1988-89 $$\frac{\text{annual salary}}{\text{177 days}} = \text{daily rate}$$

$$\frac{\text{daily rate}}{6} = \text{hourly rate in all cases}$$

ARTICLE XIV INSURANCE

The health and welfare insurance programs in effect for unit members shall continue during the term of this Agreement.

For the purposes of this Agreement, the word "retiree" and any of its derivations shall mean that employment with the District has been terminated, in writing, and that benefits are being received from the State Teachers Retirement System.

For retirees who qualify according to the chart directly following this paragraph, the District shall provide the same medical, vision, and dental insurance programs that are provided unit members. Coverage shall be provided until death.

Retirement Chart

Age on Sept. 1st following last year of service	Years of service at IVC
55-60	14
61	13
62	12
63	11
64	10
65-70	9

Unit members hired prior to July 1, 1983, who wish to retire during the term of this Agreement and who do not qualify for retirement benefits in accordance with the provisions and chart directly preceeding this paragraph, may retire and qualify for benefits in accordance with the chart directly below.

Age on Sept. 1st following last year of service	Step achieved on salary schedule last year of service service		Years of service at IVC
		OR	
60 or younger	14 or higher	OR	8 or higher

Upon the approval of the Superintendent/President, a retiring unit member may contract to render service to the District under a retirement plan that would compensate the unit member up to the maximum annual stipend allowable by state law for up to a maximum of five (5) years or until seventy (70) years of age, whichever comes first.

A unit member who has been approved to work under a partial contract or who is laid off in accordance with Article XV, LAYOFFS, and who is subsequently recalled to less than forty percent (40%) service, shall be eligible to remain in the District's health and welfare insurance program at her or his own expense.

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ARTICLE XIV INSURANCE (continued)

If the unit member is assigned forty percent (40%) or more of a normal workload and chooses to participate in the health and welfare program, the premiums shall be paid proportionally by the District and the unit member. The unit member's share of the premium is due and payable quarterly, in advance, by no later than October 1st, January 1st, April 1st, and July 1st.

Beginning the first (1st) month following the death of a unit member or retiree, the District agrees to continue medical and dental insurance coverage for the surviving spouse for such period of time as provided in the master group insurance contract.

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ARTICLE XV LAYOFFS

Definitions

For the purposes of this Article, the terms "contract employee," "regular employee," and "categorically funded certificated employee" shall be as they are defined under Article IX, entitled EVALUATION PROCEDURE, of this Agreement.

General

In the event it becomes necessary during the term of this Agreement to lay off, in accordance with the provisions of Education Code Section 87743, contract and/or regular employees who are members of the bargaining unit, the parties agree to proceed according to Education Code Sections 87413, 87414, 87740, and 87743.

The District shall furnish the Association with a list indicating the seniority of each contract and regular employee by no later than the first (1st) teaching day of each spring semester.

Procedure

In the event such layoffs as described directly above become necessary, the parties agree to act in accordance with this procedure:

(1) The District administration shall develop recommendations for reductions in programs and services affecting members of the bargaining unit;

(2) The Association and District administration shall meet and confer regarding said recommendations;

(3) Any changes that emerge from the advisory consultation described directly above may be incorporated into the recommendations;

(4) The Association and District administration, at least fifteen (15) calendar days before the date of the Board meeting at which the recommendations are to be made, shall meet and negotiate regarding the effects of the proposed layoffs.

ARTICLE XV LAYOFFS (continued)

Criteria

In the development of the recommendations, the parties agree to keep foremost in mind the needs of the community and the College's mission and goals.

Recommended layoffs shall be on the basis of seniority and credential in accordance with appropriate Education Code provisions. Seniority shall be determined on the basis of the contract or regular employee's initial date of service with the District. In the event two (2) or more contract or regular employees have the identical initial date of service, seniority within that group of employees shall be determined by lot in accordance with Education Code provisions.

Effects

Following layoffs and in the event of a recall to service of affected employees, the parties agree to act in accordance with appropriate Education Code provisions.

Contract or regular employees who are laid off shall be entitled to receive health and welfare benefits beyond their last actual date of service to the District, but in no case shall these benefits continue past September 30th of the year in which the employee was laid off.

Contract or regular employees who are laid off shall have the right to buy into the District's health and welfare insurance program (excluding income protection insurance), at their own expense, for a period of time not to exceed one (1) year beyond September 30th of the year in which they were laid off. Premiums are due and payable, quarterly, in advance on October 1, January 1, April 1, and July 1.

ARTICLE XVI CALENDAR

The academic calendar for members of the bargaining unit shall be in accordance with the following:

Academic Year	Starting Date	Ending Date	Instructional (work) Days	Service (work) Days
1986-87	9-2-86	6-6-87	175	2
1987-88	9-8-87	6-11-88	175	2
1988-89	9-6-88	6-10-89	175	2

The service (work) days for each year are as follows:

1986-87	September 2, 1986 June 6, 1987
1987-88	September 8, 1987 June 11, 1988
1988-89	September 6, 1988 June 10, 1989

ARTICLE XVII SEPARABILITY AND SAVINGS

If any provision of this Agreement is held invalid by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

In the event any provision of this Agreement is held invalid as described directly above, the parties, within ten (10) calendar days after receiving a copy of the transcript of the decision that invalidated the provision of this Agreement, agree to meet and negotiate for the purpose of arriving at a mutually satisfactory replacement for the invalidated provision.

A38

ARTICLE XVIII MISCELLANEOUS

This Agreement shall constitute the full and complete commitment between the parties and shall supersede any District rules, regulations, or practices contrary to, or inconsistent with, its terms.

In the event the District intends to modify any rules, regulations, or practices which directly relate to matters within scope, the District shall notify the Association prior to implementation and shall meet and negotiate with the Association upon the written request of the Association.

Article XIII, COMPENSATION and Article XIV, INSURANCE, and any two (2) articles selected by each party shall be reopened for negotiations during the 1987-88 and 1988-89 academic years.

This Agreement shall become effective on July 1, 1986 and shall continue in effect up to and including June 30, 1989.

If this Agreement is not amended by the parties, it shall continue in effect year by year.

District	Association
	Rick Williams
	Mary Margaret Smith
	George Elliott
Date: March 11, 1987	Date: March 11, 1987

A39

EXHIBIT "A"

STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED
DEC 9 1981
PRESIDENT'S OFFICE
IVC

Imperial Community College District,

Employer,

and

Imperial Valley College Chapter of the California Teachers Association/National Education Association,

Employee Organization.

Type of Election

☒ Consent Agreement

☐ Board Directed

☐ RD Directed

Case Number: LA-R-845

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; therefore

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of December 4, 1981 that a majority of the valid ballots has been cast for

Imperial Valley College Chapter of the California Teachers Association/
National Education Association

and that, pursuant to the Educational Employment Relations Act, described employee organization is the exclusive representative of all the employees in the unit set forth below

INCLUDES: Contract, regular and categorically funded certificated employees.

EXCLUDES: Management, confidential and supervisory employees as defined by the EERA.

Signed at Los Angeles, California

On the 4th day of December, 1981

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director

A40

IMPERIAL COMMUNITY COLLEGE DISTRICT
Imperial Valley College

FACULTY SALARY SCHEDULE
1985-86
(For Adoption June 11, 1986)

(4/22/87 - Still in effect)

Step	A Less than Master's	B BA + 30 or Master's	C Master's +15	D Master's +30	E Master's +45
1	18,900	20,380	21,620	22,860	24,100
2	19,760	21,240	22,480	23,720	24,960
3	20,620	22,100	23,340	24,580	25,820
4	21,480	22,960	24,200	25,440	26,680
5	22,340	23,820	25,060	26,300	27,540
6	23,200	24,680	25,920	27,160	28,400
7	24,060	25,540	26,780	28,020	29,260
8	24,920	26,400	27,640	28,880	30,120
9	25,780	27,260	28,500	29,740	30,980
10	26,640	28,120	29,360	30,600	31,840
11	26,640	28,980	30,220	31,460	32,700
12	26,640	28,980	31,080	32,320	33,560
13	26,640	28,980	31,080	33,180	34,420
14	26,640	28,980	31,080	33,180	35,280
15	26,640	29,980	31,080	33,180	35,280
15	26,995	29,335	31,435	33,535	35,635
17	26,995	29,335	31,435	33,535	35,635
18	25,995	29,335	31,435	33,535	35,635
19	27,350	29,690	31,790	33,890	35,990
20	27,350	29,690	31,790	33,890	35,990
21	27,350	29,690	31,790	33,890	35,990
22	27,705	30,045	32,145	34,245	36,345

$1,000 increment added to Column E for Doctorate

1. In order for an employee to advance from Classification A (Bachelor's degree) to Classification B (Bachelor's +30), he/she must attain prior approval of the courses to be taken and recognized under the same set of policies now applicable to other classifications.

2. Instructors with 5 years or more of experience will be placed on the 6th step.

3. Credits earned after the conferring of the Bachelor's or Master's degree must relate to the field of instruction.

4. Vocational instructors whose teaching area is in a field for which Master's degrees are not offered in California may be placed in Classification C upon the attainment of a Bachelor's +45.

5. For other information and interpretations of the schedule, see the Faculty Handbook.

ht
5-22-86

A41

EXHIBIT "C"

Salary Regulations

A. Placement on Salary Schedule

(1) A unit member with five (5) or more years of experience shall be placed on the sixth (6th) step.

(2) A vocational instructor whose teaching area is in a field for which a Master's degree is not offered in California may be placed in classification III upon the attainment of a Bachelor's degree plus forty-five (45) units.

(3) Directly related, non-teaching experience may be recognized on the following basis for the purpose of placing entering instructors:

(a) For each two (2) years of full-time, directly related experience in an appropriate vocation, the instructor may be credited with one (1) year's experience on the salary schedule;

(b) No more than five (5) steps of credit may be accumulated by this method alone or in combination with full-time teaching experience.

(4) Credits earned after the conferring of the Bachelor's or Master's degree must relate to the field of instruction.

B. Advancement on Salary Schedule

(1) All courses taken for advancement on the salary schedule must have the prior approval, in writing, of the Vice-President for Academic Services. For summer session courses, prior approval must be obtained, in writing, by no later than June 15th.

(2) Courses taken for advancement on the salary schedule and/or for the purpose of attaining a Master's or Doctor's degree must be completed at a college or university recognized as accredited by the Western Association of Schools and Colleges.

(3) For purpose of advancement on the salary schedule, courses taken beyond the Bachelor's or Master's degree shall be upper division and/or graduate level courses that relate to the field of instruction of the unit member.

Salary Regulations (continued)

(4) A vocational instructor may advance to Column III on the salary schedule for obtaining a Bachelor's degree plus forty-five (45) approved units provided that her or his teaching field is one in which a Master's degree is not offered.

(5) A grade of "C" or better must be earned in courses taken for advancement on the salary schedule, and a grade of "Cr" must be converted to a letter grade by the granting institution.

(6) During a college teaching year, a maximum of nine (9) semester units or their equivalent may be allowed for advancement on the salary schedule. During a semester, a maximum of six (6) units may be allowed for advancement. For a five (5) week summer term, a maximum of six (6) semester units, or their equivalent, may be allowed for advancement.

(7) Extension courses of graduate level may be counted for salary schedule increment advancement provided that they do not exceed six (6) units within each fifteen (15) unit increment and provided that the total credit allowed from extension courses shall not exceed twelve (12) units.

(8) Unit members must notify the Vice-President for Academic Services, in writing, by no later than May 15th of expected changes in salary classification.

(9) All transcripts and statements of equivalency must be submitted to the Vice-President for Academic Services by no later than the first (1st) day that the unit member reports to work for the current year; except that transcripts of courses completed during the summer of that year must be submitted by no later than September 15th. Grade cards and study lists may be accepted temporarily as verification of enrollment during the second (2nd) summer term.

(10) In order for a unit member to advance from Classification I (Bachelor's degree) to Classification II (Bachelor's degree plus thirty (30) units), she or he must obtain prior approval, in writing, of the courses to be taken and recognized in accordance with the policies applicable to other classifications.

(11) Credit allowed for advancement or recency on the salary schedule shall be subject to the following conditions:

(a) Courses must be from an institution recognized as accredited by the Western Association of Schools and Colleges.

(b) Upper division and/or graduate level courses, outside the member's credential major, that are taken to qualify for a credential minor in a different subject area will be allowed for step and column advancement only if all course units required for the credential minor are completed by the member.

(c) Units of credit may be granted for work experience which is related to the teaching field. The work experience must clearly be germane to the unit member's assignment, must occur during the summer, and application for approval must be made, in writing, to the Dean of Vocational Education, if appropriate, and the Vice-President for Academic Services by no later than June 15th. Units of credit will be granted in accordance with the following provisions:

(1) One (1) unit per fifty (50) clock hours of work with satisfactory performance.

(2) A minimum of fifty (50) clock hours must be completed before credit is granted. Fractions in excess of fifty (50) clock hours shall not be carried forward to any subsequent application for work experience credit.

(3) A maximum of six (6) units of credit for work experience will be allowed within each fifteen (15) unit increment period.

(12) In certain classes and programs, members of the unit could function more effectively if they had basic training in computers or a basic command of the Spanish language. Accordingly, in selected situations, unit members will be given credit for salary purposes when they have completed basic courses including lower-division courses, in computers or Spanish.

EXHIBIT "D"

MEMORANDUM OF UNDERSTANDING

To Whom It May Concern

The parties hereto agree that the Dental coverage under the Health and Welfare benefits provided under Article XIV will be as follows:

% % of UCR Covered

	Year 1	Year 2	Year 3
Prevention:	100%	100%	100%
Basic Dentistry	80%	90%	100%
Major Dentistry	80%	80%	80%

Said coverage is to commence on the first day of the calendar month subsequent to the ratification of the Collective Bargaining Agreement that succeeds the 1983-86 Agreement.

Date March 11, 1987

For the Association

Rich Williams

Date March 11, 1987

For the District

John De [illegible]

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EXHIBIT "E"

MEMORANDUM OF UNDERSTANDING

To Whom It May Concern

The parties agree that as soon as possible after the District receives the first (1st) principal apportionment data from the state of California, but by no later than March 15, 1987, they will return to the table for the sole purpose of negotiating compensation for the 1986-87 academic year.

Rich Williams

Imperial Community College District

Date March 11, 1987

Imperial Valley College Chapter, CTA/NEA

Date March 11, 1987

LBCC

MASTER AGREEMENT

FOR

LONG BEACH COMMUNITY COLLEGE DISTRICT

AND

CALIFORNIA TEACHERS ASSOCIATION -
LONG BEACH CITY COLLEGE

2 yr

EFFECTIVE

JANUARY 1, 1985 - JUNE 30, 1988

CTA
LBCC

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PREAMBLE

This Agreement is entered into this eleventh day of September, 1985, between the Board of Trustees of the Long Beach Community College District of Long Beach, California, hereinafter called the "Board," and the California Teachers Association, Long Beach City College Chapter, hereinafter called "CTA-LBCC."

ARTICLE I

RECOGNITION

A. The Board of Trustees of the Long Beach Community College District recognizes the California Teachers Association-Long Beach City College (CTA-LBCC) as the sole and exclusive bargaining agent for certificated employees occupying the bargaining unit described by the Public Employment Relations Board (PERB) at the time of the unit determination election held in May, 1978. Specifically, the unit shall include:

contract and regular certificated employees, including instructors, counselors, librarians, financial aid coordinators, campus nurses, teachers-on-special-assignment, department heads, program specialists, assistant directors, and coordinators.

Furthermore, the unit shall exclude:

all management, supervisory, and confidential employees as defined by the Educational Employment Relations Act (EERA). In addition, the unit shall exclude all temporary employees, volunteers, Superintendent-President, Executive Vice President, vice presidents, and all deans and directors.

B. CTA-LBCC, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the District negotiating team and in accordance with the provisions of the Educational Employee Relations Act.

C. Should any new positions be established during the term of this agreement, the placement of those positions in or out of the bargaining unit shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, the issue shall be submitted to the Public Employment Relations Board for a ruling.

D. If any job classification within the unit, as described in Section A of this Article, is changed during the life of this agreement, all affected employees shall remain in the unit for the duration of the agreement.

E. This Article shall not be subject to the grievance procedure as outlined in Article V.

ARTICLE II

ASSOCIATION RIGHTS

CTA-LBCC shall have the following rights, in addition to any rights set forth elsewhere in this Agreement:

A. Access and Meetings

Authorized representatives of CTA-LBCC shall be granted reasonable access to District properties in order to meet with unit members, but such contacts are not to interfere with or interrupt performance of scheduled duties. CTA-LBCC shall also be permitted to schedule meetings on campus, at times and available locations which are subject to the normal scheduling and reservation systems. Employee lounges and dining areas shall not be deemed appropriate locations for these meetings.

B. Distribution and Posting

CTA-LBCC representatives may distribute organizational literature on District property, or leave same for unit members to pick up in the unit members' mailboxes or at designated locations, provided there is no interference with, distraction from, or interruption of scheduled duties or District business. CTA-LBCC also shall be permitted to post organizational materials on District bulletin boards, subject to space and time limitations as necessary to deal with excessive volume of material to be posted. CTA-LBCC is responsible for maintaining neatness and order with respect to such distributions and postings, and for removal of excess or outdated material. At the time of distribution and posting, a copy of the material shall be given to the Dean of Personnel Services. District supplies and materials are not to be used for organizational purposes.

C. Release Time

The Association President shall be granted twenty percent (20%) release time with pay per semester for the duration of the Agreement. Authorized members of the CTA-LBCC bargaining team shall be released from regular duties, with regular pay, if negotiation meetings with the District are scheduled during assigned duty hours. The District shall also attempt to provide substitutes to cover bargaining team members' classes in such situations. Each bargaining team shall be limited to no more than six (6) members.

D. Board Presentations

Duly authorized CTA-LBCC representatives shall have the right to speak at public meetings of the College Board of Trustees, pursuant to existing Board policies governing such appearances.

ASSOCIATION RIGHTS

E. Information to CTA-LBCC

The District shall furnish to CTA-LBCC:

1. A copy of the Tentative Budget, the Adopted Budget, Form 311, state waiver requests, and any other requested public document.

2. Upon request, a complete list of the names, job titles, and work locations of all employees (to be furnished not more than four [4] times per year). The District also shall, upon written request, provide access to District financial records relevant to CTA-LBCC's collective bargaining representation.

F. Information to Employees

Upon hire into any position within the bargaining unit, the District shall provide information to the unit member concerning CTA-LBCC's status as exclusive representative, including CTA-LBCC's rights to employee financial support pursuant to Article III of this Agreement. The District shall make available for review, by any unit member, a directory of District employees, and shall provide CTA-LBCC with a copy of same.

G. Committees

Unless otherwise provided in this Agreement or in District policy, whenever the District proposes the formation of an advisory committee on any matter (except management matters as designated by the Executive Committee), the Association shall have the right to designate a representative.

ARTICLE III

ORGANIZATIONAL SECURITY

A. Maintenance of Membership

Any unit member who was employed on or before June 30, 1982, may decide whether or not to join the Association. However, if such a unit member chooses to join, he or she shall, for the duration of this Agreement, as a condition of continued employment either maintain membership in good standing or comply with the agency fee requirements of paragraph B below.

B. Agency Fee

As a condition of continued employment, all unit members hired on or after July 1, 1982, shall, within thirty (30) days of employment, join the Association and maintain membership for the duration of the Agreement. As an alternative, the unit member may pay to the Association a service fee in an amount to be determined by the Association, consistent with applicable law, but in no event to exceed the standard initiation fee, periodic dues and general assessments of the Association. The Association shall give unit members and the District a 30-day written notice of any change in the amount of dues or service fees.

C. Enforcement of Organizational Security

Unit members who are delinquent in the payments required by sections A and B above shall be terminated by the District, upon written request of the Association, subject to applicable laws and to the following: When requesting such a termination, the Association shall certify to the District in writing that the unit member has been furnished with a thirty (30) day written notice of delinquency and then failed for more than thirty (30) days to tender the Association dues or service fees as required above.

D. Notice to New Employees

The District shall, as a part of the packet of materials furnished to new employees, provide each new employee with a copy of this Article and a dues authorization card, as provided by CTA-LBCC. In addition, a CTA-LBCC representative will be invited to participate in new teacher orientation.

E. Dues Deductions

The District shall, each month (tenthly) during the life of this Agreement, honor any voluntarily executed Association payroll dues deduction requests submitted by unit members. The District shall, within sixty (60) days after the close of each payroll cycle, deliver to the Association the proceeds of such voluntary payroll deductions, together with a list of unit members and amounts deducted. Nothing contained in this Article shall prohibit a unit member from paying

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Association dues or service fees directly to the Association. The District shall notify the Association if any unit member revokes a payroll dues authorization.

F. Indemnity

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, judgments, or other actions arising from the above organizational security provisions, including but not limited to claims arising out of demands by the Associaton for termination of unit members. The District shall not be liable to CTA-LBCC by reason of the requirements of this Article, except for the payment to CTA-LBCC of authorized dues deductions made from the wages earned by unit members.

ARTICLE IV

MANAGEMENT RIGHTS

It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

ARTICLE V

GRIEVANCE

A. Definitions

1. A Grievance is a formal allegation, oral or written, by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

2. A Grievant must be a certificated unit member of the District covered by the terms of this Agreement.

3. A Day is one of the 177 days covered by Article XI, A.

4. The Respondent is the lowest level of management determined by the District as having the authority to adjust the complaint.

5. A Representative is a regular unit member of the District who may be designated by either the grievant or respondent to serve at any level of the grievance without loss of salary. In the case of the grievant, the representative must be a member of CTA-LBCC Grievance Committee. Absence from regular duties shall be granted to the grievant, respondent, and designated representative, if any, when such regular duties conflict with attendance at conferences or hearings with District personnel. The District shall, when requested, attempt to provide substitutes for the grievant, respondent, and representative.

B. Informal Level

Within ten (10) days after the unit member knew, or could have known, of the alleged violation, the grievant shall schedule a meeting to attempt to resolve the grievance by an informal conference with the respondent. At the time of the scheduling of the meeting, the grievant shall notify the respondent that the meeting will deal with a possible grievance, the nature of the grievance, and that this is the informal level of the grievance policy. When the respondent receives a request, he/she shall arrange a mutually convenient meeting time (within three [3] days) with the grievant to discuss the matter and attempt to resolve the complaint. If the grievant desires, he/she may have an employee present to assist. CTA-LBCC shall be notified and have the right to consult with the grievant and to be present at the meeting. The respondent may have a representative of the management staff at this meeting. Both parties will make an earnest effort to settle complaints in this manner.

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GRIEVANCE

C. Formal Level

Level I: Within ten (10) days of the informal conference, should the grievance not be resolved, the grievant must present his/her grievance in writing on the grievance form to the respondent. Once signed, copies shall be given to the grievant, the respondent, and CTA-LBCC.

This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of the Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. The respondent shall communicate his/her decision with rationale for the decision to the grievant in writing within the (10) days after receiving the written grievance.

Level II: If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the grievance form to the appropriate vice president. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal. A copy of the appeal and supporting documents shall be sent to CTA-LBCC. The vice president shall communicate his/her decision to the unit member, in writing, within fifteen (15) days after receiving the written appeal.

Level III: If the grievant is not satisfied with the decision at Level II, he/she may, within fifteen (15) days, appeal the decision on the grievance form to a Grievance Advisory Committee. This statement shall include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reasons for the second appeal. A copy of the appeal shall be sent to CTA-LBCC.

A Grievance Advisory Committee shall consist of three (3) District employees, one (1) of which is appointed by the District, one (1) appointed by the grievant, and one (1) mutually agreed to by both parties who shall serve as chairman. If the Committee cannot agree on a chairman, that responsibility shall be jointly assumed by the President of CTA-LBCC and the Dean, Personnel Services. CTA-LBCC shall consult with the grievant. No employee previously involved in adjudicating the grievance shall be a member of this committee.

The Grievance Advisory Committee shall have access to witnesses considered important to the grievance decision-reaching process.

The Grievance Advisory Committee shall communicate its written recommendation to the Superintendent-President, to the grievant, and to CTA-LBCC within thirty (30) days from the time the appeal is filed.

GRIEVANCE

Level IV: The Superintendent-President shall communicate his/her decision within twenty (20) days from the date of the Committee report. The decision shall be in writing with a copy to the grievant; the Dean, Personnel Services; and CTA-LBCC. The decision of the Superintendent-President shall be final unless the grievant appeals, in writing, to the Board of Trustees within five (5) days from the time of the Superintendent-President's decision.

The Board will respond to the written request of the grievant within twenty (20) days following the first Board meeting after receipt of the appeal.

If a decision is not rendered in the twenty (20) day period, the Board of Trustees shall communicate, in writing, the intention of the Board to continue its consideration of the appeal. Within ten (10) days after such communication, the Board shall render a decision.

D. Miscellaneous

1. A member of the bargaining unit who is designated by the grievant may serve as a representative for the grievant at any level of the grievance without loss of salary. Absence from regular duties shall be granted to the grievant and his/her representative, if any, when such regular duties conflict with attendance at conferences or hearings with the District personnel.

2. A regular employee of the District who is designated by the respondent may serve as a representative at any level of the grievance without loss of salary. Absence from regular duties shall be granted to the respondent and his/her representative, if any, when such regular duties conflict with attendance at conferences or hearings with District personnel.

3. CTA-LBCC shall receive a copy of all documents, grievances, and appeals at the formal levels.

4. CTA-LBCC shall have the right to consult with and/or represent the grievant at any level of the grievance process.

5. Time limits may be modified by mutual agreement.

6. Failure of the grievant to adhere to time limits set forth herein shall render any grievance null and void.

   Failure of the District to adhere to time limits set forth herein shall render any grievance in favor of the grievant.

7. If, in any ten (10) day period, a manager receives more than two (2) grievances, the manager shall have the option of referring the overload to the next higher level.

ARTICLE VI

LEAVES

A. Association

The Association shall have a total of five (5) days' paid leave, annually, (not to be deducted from sick leave) for its representatives to utilize for local, state, or national conferences, or for conducting other business pertinent to Association affairs. These representatives shall be excused from teaching duties upon two (2) days' advance notification to the area dean or appropriate manager by the Association president.

B. Bereavement Leave

Every unit member shall be entitled to leave of absence for each occurrence of death of any member of the immediate family. "Immediate family" means mother, father, grandmother, or grandfather of the unit member or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or grandchild of the unit member, or any relative living in the immediate household of the unit member. This leave shall be paid and shall not be deducted from sick leave. The time allowed for bereavement leave shall be three (3) days, if travel of less than 250 miles one way is required, and five (5) days if travel of more than 250 miles one way is required.

C. Family Care Leave

1. Upon request, the Board shall grant an unpaid leave of absence to any unit member for a minimum of one (1) semester up to a maximum of one (1) year to any unit member for the purpose of rearing the unit member's child/children (whether natural or adopted) or for the purpose of caring for ill or infirm member(s) of the unit member's immediate family (as defined in Section B above). A unit member shall notify the appropriate manager that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. In case of emergencies, exceptions to this notice requirement may be granted by the Board.

2. Upon request of the unit member made at least six (6) weeks prior to the expiration of the leave, the Board shall grant an extension of this leave for up to one (1) additional year if the original need persists.

3. The return to service from a family care leave shall coincide with the start of a semester or a summer session.

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LEAVES

D. Discretionary Leave

Every unit member under contract shall be entitled to one (1) day (noncumulative) per fiscal year at full pay (not to be deducted from sick leave) for any purpose. The notification must be made at least twenty-four (24) hours in advance of the absence. District may limit such leaves on any single day to not more than thirty percent (30%) of unit members.

E. Statutory (Extended Illness) Leave

A unit member who is absent from duty because of personal illness and who has exhausted his/her current and cumulative sick leave and is eligible for partial payment of his/her regular salary for the five (5) school months ensuing shall be guaranteed during the absence minimum payment of not less than fifty percent (50%) of his/her regular salary.

F. Imminent Death

Every unit member shall be entitled to two (2) days' (noncumulative) imminent death leave per fiscal year at full pay (not to be deducted from sick leave). This type of leave shall be authorized in case of accident or critical illness with death imminent for a member of the immediate family (immediate family defined in section B of this Article).

G. Industrial Accident and Illness Leave

Unit members who are absent from duty because of industrial injury or illness shall be allowed, for each injury or illness, full salary from the first day of absence to and including the last day of absence for the illness or injury, not to exceed sixty (60) working days' paid leave in any one fiscal year. Allowable leave under this section shall not be accumulated from year to year. Additional paid leave time beyond the sixty (60) day limit may be granted at the discretion of the Board.

H. Jury Leave

The District agrees to grant to unit members called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's scheduled working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. Unit members are required to return to work during any day in which they do not have to report to court.

LEAVES

I. Pregnancy, Maternity Disability, and Child Care

1. Optional Unpaid Portion: The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant unit member prior to the time of qualifying for sick leave benefits.

2. Utilization of Sick Leave: During that period of time in which the unit member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, as certified by her physician, she shall be permitted to utilize her accrued sick leave pursuant to Section L of this Article. This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule that paid leaves can only be taken from active duty.

3. Child Care: See Section C of this Article.

J. Personal Necessity

All certificated unit members may use their accumulated sick leave, not to exceed six (6) days per fiscal year, for this leave.

Personal Necessity leave shall be granted for any of the following situations:

1. Death of a member of the immediate family (immediate family defined in section B of this Article).

2. Accident involving the unit member's person or property, or the person or property of a member of the immediate family, as defined in section B of this Article.

3. Appearance as a witness under official order: Each date of necessary attendance under such an order, other than the date specified in a subpoena, shall be certified by the clerk or other authorized officer of a court or governmental jurisdiction. Although the unit member shall be paid by the District during his/her appearance as a witness, any witness fees collected by the unit member shall be remitted to the District. Unit members may accept payments made by the court for mileage. This section does not apply to professional witnesses.

4. Illness in the immediate family of the unit member, as previously defined.

5. Home protection in the event of a natural catastrophe such as severe storm, fire or earthquake.

6. Personal business. (May not be taken in conjunction with another leave of absence or holiday unless approved by the appropriate manager.)

7. For reasons of compelling personal importance (as per the Education Code, Section 87781.5).

K. Professional Development Leave

The Board may grant a unit member an unpaid leave of absence of up to one (1) year, renewable, for professional development which shall include, but not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts, and acceptance of long-term assignments to other higher institutions, agencies, corporations, foundations or governments. The unit member shall be allowed to keep any financial remuneration acquired during professional development leave, and shall be allowed to continue District-paid coverage under the fringe benefit insurance plan unless the leave employment provides comparable coverage.

Procedures and criteria for applying for and awarding such leave shall be the same as Sabbatical Leave (Section O of this Article, excluding paragraphs 2 and 3).

L. Sick Leave

Every unit member shall be granted ten (10) days' sick leave at full pay per school year. Unused sick leave shall be accumulated from year to year. This provision shall be governed by the following:

1. When unit members work fractional contracts, each fractional day shall count as a day in computing the sick leave benefits.

2. Unit members employed for overtime classes shall receive sick leave credit at the rate of one (1) hour for every eighteen (18) hours taught.

3. During summer session unit members with classroom assignments shall receive sick leave credit at the rate of one (1) hour for every eighteen (18) hours taught, not to exceed a total of six (6) hours of sick leave credit. Unit members with nonclassroom assignments shall receive sick leave credit at the rate of one (1) for every twenty-six (26) hours worked not to exceed six (6) hours sick leave credit.

4. Unit members shall be entitled to draw upon their accumulated sick leave for absence due to illness or injury while serving beyond the contract year (summer school), upon exhaustion of the hourly overtime sick leave, if they elect to do so.

5. Unit members on sick leave due to a serious illness or disability, or any use of sick leave in excess of ten (10) consecutive days, prior to returning to work and after obtaining clearance from the unit member's physician, may be required to secure medical clearance from a District-designated physician. The cost of the District-designated physician, if any, shall be borne by the District.

M. Without Pay

Leaves of absence without pay may be granted to unit members under contract for recuperation, rest and travel, military service (short-term military leave, with proper verification, is with pay), and such reasons as are deemed sufficiently important by the Board of Trustees.

N. Adoption and Paternity Leave

A unit member who is a natural or adopting parent shall be entitled to ten (10) days of paid leave, deducted from sick leave, for the purpose of caring for the needs of the child.

O. Sabbatical

1. Qualifications

An applicant for sabbatical leave must have rendered service in the District for at least six (6) years during the seven (7) years immediately preceding the sabbatical leave; and not more than one (1) sabbatical leave shall be granted in each seven (7) year period.

Credit for one (1) year of service is earned when a unit member has served on paid status for seventy-five percent (75%) of the number of days that the College is in session.

2. Duration

A sabbatical leave will be granted for one (1) semester or two (2) consecutive semesters. Once a sabbatical leave is granted by the Board, it may not be terminated before the date of expiration, unless the District expressly agrees, or unless serious illness or disability during a sabbatical leave results in the unit member's inability to fulfill the sabbatical leave obligations. In such circumstances, the unit member must immediately so notify the chairperson of the Sabbatical Leave Committee. The unit member shall then be permitted to use sick leave as provided in Section L to maintain his/her income with the use charged against the accrued sick leave balance on a pro-rata basis (i.e., if on seventy-five percent [75%] pay, the member's sick leave balance will be charged seventy-five percent [75%] per day.)

3. Compensation

Compensation for a leave of two (2) consecutive semesters shall be sixty-six percent (66%) of the Schedule 1 salary which the unit member would have received had he/she remained in active service. Compensation for a leave of one (1) semester shall be seventy-five percent (75%) of the Schedule 1 salary which the unit member would have received had he/she remained in active service.

While on sabbatical leave the total employment earnings by the unit member (including grants and fellowships and sabbatical payments but excluding investment income) shall not exceed the amount which would have been earned while on a 177-day assignment plus six hours overtime during that assignment for the District, unless the source(s) of additional employment earnings is fully disclosed in advance as a part of the leave proposal.

4. Proposals

A sabbatical leave must benefit the College. It must be related to activities which will improve the instructional process, such as developing improved methods of instruction or services to students, programs or materials appropriate for use by other faculty, or preparing himself/herself to provide improved or alternative services to the District in specifically identified areas of District need. The proposal must demonstrate that it can be completed within the time frame and circumstances of the requested leave.

5. Process

The applicant's service records, application for leave, and the proposal shall be reviewed by a Sabbatical Leave Committee. This Committee shall be composed of a manager appointed by the Superintendent-President as chairperson, the appropriate vice president or designee, and three (3) faculty members. The faculty members are to be appointed by CTA-LBCC for three (3) year terms or to complete the terms of members who resign or retire.

The Committee shall screen the applications, establish an order of priority, and recommend the qualified proposals to the Superintendent-President and the Board of Trustees for approval. It shall not recommend a sabbatical leave unless the services of the applicant are satisfactory.

If the Board of Trustees rejects a proposed sabbatical application, it shall so advise the applicant in writing, stating the reason(s) for its action.

6. Fulfillment of Obligation

   a. Within three (3) months of returning to duty the following shall be submitted to the Sabbatical Leave Committee:

      1) All transcripts of work completed or a written report that shows how the objectives in the proposal were accomplished.

      2) A copy of any book or article written or compiled during the sabbatical leave, with a cover letter indicating the benefits to the College and community.

   A unit member shall not be considered as having completed leave requirements until the objectives of the proposal have been completed, reviewed by the Sabbatical Leave Committee and accepted by the Superintendent-President and the Board of Trustees. Copies of sabbatical leave reports shall be kept on file in the library.

   b. The unit member shall return to his/her tenured assignment upon completion of the sabbatical leave, and then serve for a period of time equal to twice the length of the sabbatical.

   c. Should the unit member not return to the District, serve the requisite term after returning or otherwise fail to fulfill his/her obligation as provided in (a) and (b) above, he/she shall repay the District the full amount received while on sabbatical, plus fringe benefits and retirement contributions (if any) paid by the District. Should the unit member return for a portion of the required period, the repayment will be reduced proportionately. Repayment shall be waived by the District in the event that the failure by the unit member to meet his/her obligation(s) is caused by the death or physical or mental disability of the unit member.

P. Professional Conference Leave

1. Definition: A professional conference is defined as a national, regional, state, or sectional meeting whose principal business is either community college instruction and/or support or the advancement of the discipline normally taught by the unit member as part of the college curriculum. Not included in the above definition are:

   a. Meetings where participants receive college credit.
   b. Meetings that pay a salary or honorarium to participants.
   c. Meetings which are promotional, lobbying or legislative in orientation.
   d. Special interest meetings outside the scope of the definition.
   e. Meetings of professional organizations whose interests are outside the scope of the unit member's normal work assignment.

2. A unit member upon recommendation by the department head and approval of the area dean, may use up to three (3) days of paid leave per academic year (excluding summer session), for the purpose of attending professional conferences, and up to two (2) additional days for travel when the conference is held more than 1,000 miles from campus. It shall be the unit member's responsibility to arrange suitable coverage pursuant to Section E, 7, of Article XI if substitutes are not otherwise available. Requests for this leave shall be processed by the District in a timely manner.

3. The District may at any time request a unit member to attend a professional conference. When such requests are made and the unit member accepts, the District shall reimburse expenses up to an agreed-upon limit. District-requested attendance at professional conferences shall be in addition to the leave provided by this section.

4. The following reports are required within three (3) weeks following the conference:

   a. The unit member shall file with the area dean a typed summary report of conference outcomes and potential benefits to the District, and may include copies of papers presented during the conference.

   b. If the District approval included coverage of expenses, the unit member shall complete a District claim form, including receipts for registration fees, lodging, meals, and transportation, and file it with the appropriate associate dean in order to be reimbursed.

5. The College administration shall provide an opportunity for department heads to submit requests for professional conference budget funds prior to submitting an annual professional conference leave budget allocation proposal to the Board.

Q. Miscellaneous

1. At the expiration of a leave of absence, the unit member shall, unless he or she agrees otherwise, be reinstated in the tenured assignment held at the time of the granting of the leave of absence.

2. Annual Salary Step Increments: Employees on paid leave shall have their leave time count as time served for purposes of salary step advancement. Unit members on unpaid leaves shall not have their leave time count as time served for purposes of salary step advancement. However, if a leave is taken pursuant to Section C or K

after the unit member has begun work in a given school year, service credit shall be granted for the balance of that year, and then no service credit shall be granted for any subsequent year of unpaid leave. This provision, limiting salary service credit for unit members on certain leaves, shall be prospective in effect; unit members who, pursuant to prior policies, previously earned service credit while on leave shall not have their previous salary status affected.

3. If on paid leave, or on less than thirty (30) calendar days of unpaid leave, the unit member shall receive all fringe benefits, including, but not limited to, insurance and retirement benefits to the extent not otherwise prohibited by law.

4. If on unpaid leave for more than thirty (30) calendar days, the unit member shall be permitted to participate in all fringe benefits, including, but not limited to, insurance and retirement benefits to the extent not otherwise prohibited by law by paying the district cost of the benefits during the period of leave (except as in Section K).

5. Pursuant to Education Code Section 87775, the District and Board shall be freed from any liability for payment of any compensation or damages provided by law for the death or injury of any unit member when the death or injury occurs while the unit member is on any leave of absence granted pursuant to this Article.

ARTICLE VII

FRINGE BENEFITS

A. Medical Insurance

1. The District shall provide health insurance for all unit members at District cost, at a level of coverage which is at least equal to but not greater than coverage effective June 30, 1985, and extending through June 30, 1986. In addition, the parties agree that the District will implement the Priority No. 1 recommendation of the Health and Welfare Committee dated March 28, 1985, by January 1, 1986.

   Modify the existing Blue Cross program with the addition or change as indicated below:

   a. Hospital Daily Room and Board: modify from three-bedroom rate to semi-private room rate at 100% coverage.

   b. Surgical Coverage: change from old RVS (relative value studies) schedule to 80% coverage of reasonable and customary charges. Also waive the deductible on out-patient surgery procedures.

   c. Physician Visits: change from in hospital $24 coverage for first visit to $8 for each additional visit to 80% coverage of reasonable and customary charges after deductible is applied.

   d. Add Home Health Care coverage at 100% coverage of reasonable and customary charges with a fifty (50) visit maximum.

   e. Add Pre-Admission Testing at 100% coverage of reasonable and customary charges.

   f. Add Pre-Admission Hospitalization Review.

   g. Add Mandatory Second Surgical Opinion at 100% of reasonable and customary charges.

   h. Add coverage for ambulatory Surgical Centers at 100% of reasonable and customary charges.

   i. Add 24-hour Emergency Centers at 100% of reasonable and customary charges.

2. The District shall provide a one-million dollar catastrophic health protection provision to the existing policies.

FRINGE BENEFITS

3. The District agrees to provide at District cost stop-loss family health insurance coverage. When expenses incurred by the member for covered services and supplies exceeds the deductible amount, Blue Cross will provide eighty percent (80%) of usual, customary, and reasonable charges for those covered services and supplies which exceed the deductible amount until the total benefits during the calendar year reach $1,600.

4. The District shall consult with CTA-LBCC should it be necessary to make any change in health insurance carriers.

B. Dental Insurance

1. The District shall provide dental insurance for all unit members at District cost, at a level of coverage which is at least equal to but not greater than coverage effective June 30, 1985, and extending through June 30, 1986.

2. The District shall consult with CTA-LBCC should it be necessary to make any change in dental insurance carriers.

C. Vision Insurance

1. The District shall provide vision insurance for all unit members at District cost, at a level of coverage which is at least equal to but not greater than coverage effective June 30, 1985, and extending through June 30, 1986.

2. The District shall consult with CTA-LBCC should it be necessary to make any change in vision insurance carriers.

D. Life Insurance

1. The District shall provide at District cost a $50,000 life insurance plan for all unit members effective October 1, 1985.

2. The District shall consult with CTA-LBCC should it be necessary to make any changes in life insurance carriers.

ARTICLE VIII

WORKING CONDITIONS

A. Offices

Each unit member shall be provided with an office area at the location where he/she is assigned at least fifty-one percent (51%) of his/her assignment. Each office area shall be equipped with a desk, desk chair, filing cabinet, side chair, bookcase or bookshelf. Each office will also be equipped with a telephone.

B. Clerical Services

All unit members, through their department heads and through the coordination of the appropriate manager, shall receive secretarial, clerical, and duplication services required by the unit member in the course of the proper performance of his/her professional responsibilities. These services shall be subject to divisional/departmental budget limitations.

C. Any meetings called by management and involving unit members shall be scheduled during a regular day at a time when a minimal number of classes are in session.

In the event of an emergency meeting or one involving required attendance, unit members shall be excused from their job-related responsibilities for the duration of the meeting.

D. Health and Safety

1. Compliance: The District and unit members shall conform to and comply with all health, safety, and sanitation requirements and guidelines adopted by county, state, or federal law. The District agrees to provide unit members with safe working conditions including, but not limited to, properly maintained equipment and facilities with adequate lighting, ventilation, and security.

   The District agrees that no unit member shall suffer a loss of wages or benefits due to inadequate facilities, unsafe equipment, or natural catastrophe.

2. No Discrimination: No unit member shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this article.

3. Employee Responsibility: In the course of performing their normally assigned work, unit members will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent health hazards and will report such conditions to the Dean/Site Manager. In the event of the absence of the Dean/Site Manager, the District agrees that unit members should report such observations to Campus Safety.

ARTICLE VIII (Cont.)

WORKING CONDITIONS

E. Mileage

1. Unit members whose contract assignment requires them to travel for the benefit of the District shall be eligible for mileage, subject to the following rules and procedures.

    a. Mileage reimbursement will be made for travel by eligible unit members, upon submission of a claim, approved by the appropriate administrator.

    b. The mileage allowance shall be at the rate allowed by the Internal Revenue Service. If the mileage deduction allowance is changed by the Internal Revenue Service, the new rate shall be effective at the beginning of the District's fiscal year following the effective date of the IRS's revised mileage deduction allowance.

    c. Mileage reimbursement is not allowed for travel to and from the unit member's residence to the work location except when required by the District upon approval of the appropriate administrator.

    d. When the trip is outside the District, prior approval must be received from the appropriate manager. When such a trip outside the District is to a city regularly serviced by scheduled air lines, reimbursement may not exceed the amount of tourist class plane fare.

    e. All unit members authorized for mileage are required to have a valid California driver's license and the minimum property damage and public liability insurance as required by the State of California under the Financial Responsibility Act. The present minimum requirements are:

Bodily injury	$15,000 per person $30,000 per occurrence
Combined single limit	$35,000 personal liability
Property damage	$ 5,000 minimum

    f. Where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss arises, it shall be conclusively presumed that the insurance afforded by that policy in which such motor vehicle is described or rated as an owned automobile shall be primary and the insurance afforded by any other policy shall be excess.

2. The District will provide unassigned, free parking for the duration of this Agreement unless the State mandates paid parking.

ARTICLE IX

PERSONNEL FILES AND RECORDS

A. "Personnel files" means all records contained in the unit member's official District personnel jacket. There shall be only one (1) official personnel file for each unit member; it shall be located in the Personnel Office. No action may be taken against a unit member on the basis of material other than that contained in the official personnel file.

B. If access to, or copies of, personnel file data or any other employee records are granted to any other persons through legal process, the unit member shall be so notified within five (5) working days after District compliance with the legal process.

C. Personnel files shall be kept in confidence and shall be available for inspection (except for material exempted by statute) only by a unit member, a representative of the Association (with the unit member's written authorization), the Superintendent-President, the Dean, Personnel Services, and line administrators of the District when actually necessary in the proper administration of the District's affairs or the supervision of a unit member. The unit member shall be notified when a line administrator has been granted access to his/her file.

D. Any unsolicited material from outside of the unit member's line of supervision must be approved by the unit member prior to the time of insertion in the personnel file.

E. In the case of derogatory materials related to a unit member's assigned duties or professional responsibilities, such material shall not be entered in a unit member's personnel file unless and until the unit member is given notice and an opportunity within fifteen (15) working days excluding leave or recess days to review, comment, and to have such comments attached to the material in question.

F. A unit member shall have the right to submit materials for placement in his/her personnel file if it is determined that the material is pertinent to his/her employment status. In the case of bulky items such as manuscripts or books, only a reference shall be placed in the file.

ARTICLE X

FACULTY EVALUATION

A. The Board and Association agree to the following procedures, guidelines, definitions, standards, and processes for the evaluation of nonmanagement certificated personnel:

1. The primary purpose of this evaluation procedure is to enable the Long Beach Community College District to meet the legal requirements of the Education Code for the evaluation of its nonmanagement certificated unit members.

2. The evaluation system is based on the assumption that the faculty of the college are professional, competent people. It is intended to insure the professional competence of the faculty and to insure that every effort is made to assist these certificated personnel to maintain a satisfactory level of performance of professional duties.

3. The evaluation procedure has been designed to provide a uniform process that is in accord with the principles of due process of law. The evaluation standards should be considered guidelines for the evaluation process rather than as an absolute measuring device. Evaluation teams and re-evaluation teams are expected to evaluate each evaluee's qualifications as a whole, to exercise their best professional judgment in preparing their reports, and to present reports that have value to the evaluees and to the District.

4. Evaluators are expected to base their judgments and their reports on general observation through normal contacts, conferences with supervising personnel and with the unit member, and any documentation or other evidence submitted for evaluation purposes.

5. The Board of Review shall insure that these procedures and the principles of due process have been followed during evaluation.

B. Definitions

1. Contract unit member -- A contract unit member is a probationary (nontenured) member of the faculty.

2. Regular unit member -- A regular unit member is a permanent (tenured) member of the faculty.

3. Evaluation Team Chair -- The evaluation team chair shall be the department head of the Evaluee's area of major assignment (more than 50% assignment) and the area dean in the case of the department head/coordinator evaluation. Area deans shall determine area to evaluate if the person has a 50/50 assignment.

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FACULTY EVALUATION

4. Evaluation Team -- The evaluation team is the initial body responsible for conducting the basic evaluation of the unit member.

5. Re-evaluation Team -- The re-evaluation team shall be chaired by the area dean and is the reviewing body responsible for assisting the unit member to make improvements and for conducting a second evaluation whenever the original evaluation team reports an unsatisfactory rating.

6. Board of Review -- The Board of Review has the responsibility to review the evaluation process to determine if procedures were followed and due process exercised by the evaluation or re-evaluation teams.

C. Professional Standards

1. Professional Competence

    a. Demonstrates professional knowledge in his/her field of preparation/instruction during the performance of assigned duties.

    b. Communicates ideas, instructions, assignments, and other presentations effectively, clearly, and accurately.

    c. Knows and uses materials and methods designed to achieve the objectives of the area of service assigned.

    d. Exercises prudent, reasonable, and impartial judgment in reaching decisions, resolving problems, and evaluating the work of others.

2. Professional Responsibilities

    a. Meets promptly and effectively all contractual obligations to the College.

    b. Accepts responsibility in his/her assigned area for the development of the educational program of the College.

    c. Plans and organizes effectively the work involved in the assignment.

    d. Encourages the development of an environment in which the dignity and individuality of others are respected.

    e. Demonstrates conscientious use, care, and protection of College property, supplies, and equipment.

3. Professional Activities

   a. Demonstrates interest in keeping abreast of recent and current issues and developments in his/her field of endeavor.

   b. Works cooperatively with students, faculty, and other members of the staff on matters of common interest and concern.

   c. Accepts difference of opinion, attitudes, and procedures in professional matters on the part of students, faculty, and management as important to the development of an educational institution.

   d. Evaluates own performance, seeks appropriate help when it is needed, and accepts constructive suggestions for improvement in the assignment.

D. Evaluation Process for Contract and Regular Unit Members

1. The Dean, Personnel Services, shall initiate the evaluation process by identifying those unit members who are to be evaluated in the course of each year to the appropriate vice president. The vice president, in turn, shall forward all evaluation materials to the appropriate area dean for distribution.

2. The area dean shall direct the department head/coordinator to convene an evaluation team composed of:

   a. The evaluee (as a nonvoting member).

   b. One (1) regular unit member selected by the evaluee from his/her department or area of specialization.

   c. One (1) regular unit member from the evaluee's department or area of specialization selected jointly by the evaluee and the department head/coordinator or, if necessary to reach agreement, appointed by the appropriate vice president responsible for the area.

   d. The department head/coordinator shall serve as chairman, or the area dean in the case of the department head/coordinator evaluation.

3. The evaluation team shall:

   a. Review the professional standards and processes established for the evaluation system.

b. Review the unit member's assignment and the working conditions under which the assignment is carried out.

c. Determine the responsibilities of the individual team members.

d. Follow the basic time line established by the Personnel Services Office for completing the evaluation process.

4. During the course of the evaluation process, the evaluation team and any re-evaluation team and Board of Review shall meet as often as the members decide by majority vote to be necessary.

5. All meetings of the evaluation team and of any re-evaluation team shall include the evaluee.

6. The evaluee shall, on request, submit to the evaluation team, or re-evaluation team, any information of a professional nature regarding his/her performance.

7. Each member of the evaluation team and re-evaluation team shall individually prepare a preliminary evaluation report form and submit it to the team chairman for use in the preparation of the final evaluation report.

8. All decisions, evaluation reports, and recommendations by the evaluation team, re-evaluation team, and Board of Review shall be determined by majority vote and signed immediately by all members who are in agreement. Any minority reports and recommendations shall be signed at the same time.

9. When the evaluee is given a satisfactory rating, all the materials used by the evaluation team shall be returned to the evaluee and the final evaluation report shall be submitted to the area dean who, in turn, shall forward it to the Dean, Personnel Services.

10. In case of an unsatisfactory rating on the final evaluation report, all evaluation materials, documentation, reports and recommendations shall be submitted to the area dean who, in turn, shall forward them to the Dean, Personnel Services.

11. Copies of all evaluation materials, documentation, reports, and recommendations that are forwarded to the Dean, Personnel Services, shall be given to the evaluee.

12. In the case of the department head/coordinator evaluation, for that segment only, all such materials, documentation, reports, and recommendations shall be given to the evaluee. The final

evaluation report shall be forwarded by the area dean to the Dean, Personnel Services.

If the evaluation is unsatisfactory for the department head/coordinator, the original evaluation team shall work with the department head/coordinator for improvement during the following year. At the end of this re-evaluation process, all such information shall be returned to the department head/coordinator.

13. The final evaluation report shall be filed in the Personnel Office before the end of the semester in which the evaluation is done.

14. Plan I: Contract Unit Members

    a. Contract unit members shall be evaluated in the fall semester during the first two (2) years of employment.

    b. Each contract evaluee shall submit to the evaluation team a statement of his/her educational philosophy, goals, and methods.

    c. The performance of the evaluee shall be observed and evaluated while employed in his/her assignment.

    d. The evaluation team shall meet at least ten (10) working days before the first day of the final examination period each semester in which the contract unit member is evaluated to read, discuss, revise as necessary, and sign the final report prepared by the team chairman.

    e. The vice president, or designee, managing the evaluee's department or area of specialization shall conduct an independent evaluation concurrent with that of the evaluation team and shall prepare a separate evaluation report which shall be forwarded to the Dean, Personnel Services. A signed copy of this report shall be given to the evaluee at least ten (10) working days before the end of the fall semester.

    f. If a majority of the evaluation team and the vice president or designee, fail to agree upon final ratings of satisfactory, they shall submit recommendations in accordance with the provisions of the Education Code, and the Dean, Personnel Services, shall refer the evaluee immediately to a Board of Review.

FACULTY EVALUATION

15. Plan II: Regular Unit Members

   a. Regular unit members shall be evaluated at least once in every two (2) academic years.

   b. All instruments of evaluation concerning the evaluee's performance shall be completed and the evaluation team shall meet at least forty (40) calendar days before the end of the spring semester to read, discuss, revise as necessary, and sign the final evaluation report prepared by the team chairman.

   c. If a majority of the evaluation team fails to agree upon a final rating of satisfactory at the conclusion of the evaluation process, an augmented team, chaired by the area dean, shall conduct a re-evaluation of the evaluee the following semester. The purpose of the re-evaluation process is to assist the evaluee in developing and implementing a plan for improvement in the area or areas of deficiency noted by the evaluation team and to evaluate the evaluee's performance under the plan. This requires:

      1) Immediate selection of two (2) additional regular unit members from the evaluee's department or area of specialization to serve as advisors to the evaluee. One (1) of the advisors shall be selected by the evaluee and the other by the department head. The two (2) advisors shall be added as voting members to the original evaluation team for the re-evaluation process.

      2) Submission of the improvement plan by the evaluee to the re-evaluation team by the end of the semester in which the evaluation occurs.

      3) Implementation of the improvement plan will occur during the semester following evaluation.

      4) Re-evaluation of the evaluee's performance after implementation of the plan shall be completed in accordance with the time line established by the Personnel Services Office following the unsatisfactory rating.

      5) If a majority of the re-evaluation team fails to agree upon a final rating of satisfactory at the conclusion of the re-evaluation process, it shall refer the evaluee to a Board of Review with recommendations in accordance with the provisions of pertinent sections of the Education Code.

FACULTY EVALUATION

E. Process in Case of an Unsatisfactory Rating

1. When a re-evaluation team refers an evaluee to a Board of Review, each member of the team shall append to his preliminary evaluation report a signed written statement giving the reasons and supporting evidence for the ratings assigned. The re-evaluation team chairman shall consider and evaluate these preliminary reports and statements together with all other documentation collected in the evaluation process when preparing the final evaluation report and recommendations.

2. Any evidence that could lead to an unsatisfactory rating of the evaluee shall be submitted in writing. Such evidence, in order to be considered in the final evaluation report, shall be evaluated in accordance with the standards and processes established herein.

3. All preliminary reports, written statements, majority and minority reports, and team recommendations shall be appended to the final evaluation report. The evaluee shall receive copies of the same materials at the time that the final evaluation report is signed. A regular unit member shall be given a period of ten (10) working days in which to submit a response to the Dean, Personnel Services before such materials are forwarded to the Board of Review.

4. The final evaluation report and all materials appended to it shall be forwarded by the re-evaluation team chairman to the Dean, Personnel Services.

5. The Board of Review shall be composed of the appropriate vice president or designee and one other certificated manager selected by the appropriate vice president, the Association President or designee, and a member of the evaluee's department selected by the Association President. The Board shall be chaired by a fifth party acceptable to the other four.

6. The Board of Review shall determine whether the evaluation and re-evaluation processes were conducted in accordance with the procedures outlined herein and under appropriate provisions of the Education Code.

7. All decisions and recommendations made by the Board of Review shall be determined by majority vote of the members of the Board. If a majority of the Board recommends reinstatement of the evaluee, all materials used by the Board shall be returned to the evaluee and no further action will be taken.

ARTICLE X (Cont.)

FACULTY EVALUATION

8. If the Board recommends dismissal or the imposition of penalties, majority and minority reports of such recommendations shall be submitted to the Dean, Personnel Services, within five (5) days of the last meeting of the Board of Review. The Dean, Personnel Services, shall then forward all findings, recommendations, statements, and reports prepared by the evaluation team, the re-evaluation team, the Board of Review, and the evaluee to the Superintendent-President of the college. Copies of these materials shall be given to the evaluee immediately and copies shall be retained in the files of the Personnel Services Office until the final disposition of the case.

9. The Superintendent-President shall determine whether to forward a recommendation for action to the Governing Board.

10. Upon the final disposition of the case, all findings, recommendations, statements, and reports and all copies held by the evaluation team, re-evaluation team, and Board of Review shall be forwarded to the Dean, Personnel Services, who shall seal them and mark them for destruction on a date four (4) years from the date on which they are received in the Personnel Services Office.

11. This Article is not subject to the Grievance Procedure as outlined in Article V.

ARTICLE XI

HOURS OF EMPLOYMENT/SERVICE LOAD

A. Days of Service in an Academic Year

Unit members who are employed on an academic year basis are required to work 177 days (175 teaching days plus College Day and Graduation Day).

The annual designation of teaching days will be determined by the official college calendar as adopted by the Board.

B. Weekly Hours of Service

1. Unit members are normally employed for a five (5) day, forty (40) hour work week, to be comprised of fifteen (15) teaching units, five (5) office hours, five (5) college service hours, and the balance of the forty (40) hours for classroom preparation, grading, record keeping, curriculum development and review, and professional contacts that are college-assignment-related as recommended by the department head and approved by the appropriate dean.

2. Unit members' daily work schedule shall comprise an elapsed time of no more than eight (8) hours. Any unit member assigned to a four (4) day work week may be assigned a ten (10) hour day.

3. An exception shall be the Licensed Vocational Nurse/Registered Nurse departments where the elapsed time shall be eight and one-half (8-1/2) hours for a clinical assignment.

4. Bumping

   When a unit member loses a contract class because of low enrollment, the unit member shall have the following options to complete the work load as defined in Article XI, B, 1:

   a. The unit member may choose an underload during the semester in which the class was cancelled and teach a compensating overload during the next year. Unit members cannot make up the underload during the summer.

   b. The unit member may choose to bump an hourly instructor from a class taught on an hourly basis provided:

      1) The class has not been designated by the area dean in consultation with the department head as a class in which there is an enrollment following which would be lost as a result of the bumping (such classes must be designated prior to the first class meeting) and

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2) The unit member has taught the class within the past three (3) semesters or is scheduled to teach the same class during the semester in which the bumping occurs or the unit member is otherwise deemed qualified by the area dean in consultation with the department head.

The unit member shall not bump another unit member from a contract class nor shall a unit member bump a retiree who is teaching hourly under provisions of this contract or an early retirement incentive program. Nor shall a unit member bump an hourly tenured instructor.

A unit member who has an hourly overload assignment shall use that portion of the overload assignment needed to fulfill his/her contract obligation before acquiring bumping rights.

Bumping provisions apply during the summer session for unit members who lose a class because of low enrollment.

5. Unit members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last regular contract assignment on one day and the beginning of the first regular contract assignment on the following day.

6. With the agreement of the affected unit member, a full-time workload may be approved by the area dean for a time frame other than that described above when such a change would benefit the educational program.

7. Unit members shall not be given mandatory Saturday and/or Sunday regular load assignments unless the District has informed both CTA-LBCC and the affected unit member in writing, setting forth the reasons for the assignment, and provided them an opportunity to review the situation and discuss it with the appropriate administrator.

C. Examination Period — Graduation

1. During the period of semester examinations, each unit member shall meet his/her students in accordance with the regular assigned examination schedule. Requests for exceptions to this section shall be subject to the approval of the area dean.

2. Unit members are encouraged to participate in graduation exercises and activities.

ARTICLE XI (Cont.)

HOURS OF EMPLOYMENT/SERVICE LOAD

D. Teaching Units

1. The standard teaching load is thirty (30) teaching units per year with normally fifteen (15) teaching units assigned per semester. The teaching units will be based on the following criteria:

   a. One lecture hour equals one teaching unit.

   b. One laboratory hour equals .75 teaching units

   c. Teaching units for field work in work experience and clinical practicum shall be calculated as follows:

$$\text{Teaching Units} = \frac{(\text{Number of Students}) \times (\text{Number of Minutes})^*}{(60\ \text{minute/hour}) \times 2}$$

   *The number of minutes per student shall be defined as follows:

   (1) Type I (new program) = 20 minutes/week
   (2) Type II (established program) = 15 minutes/week
   (3) Clinical practicum = 30 minutes/week
   (4) LBNSY apprentice program = 10 minutes/week

2. Any exceptions to the standard teaching load shall be mutually agreed to by the affected unit member and the area dean.

E. Assignments

1. Every unit member must hold a proper valid credential authorizing service in a California Community College. A credential must be in effect at all times and responsibility for renewal rests with the unit member.

2. A unit member may be assigned to teach in a discipline other than the one in which such unit member was hired provided the unit member is qualified.

3. The District has the right to assign unit members in the area of need. Unit members shall be subject to such assignments or such change in assignment as shall be in the best interests of the College and with the understanding that such assignments shall not be punitive.

HOURS OF EMPLOYMENT/SERVICE LOAD

4. The department head shall consult with each unit member, assuming he/she is available, regarding the assignments to be made to regular, overtime, and summer classes. The department head shall then recommend to the area dean a schedule for each unit member. If, after review, the area dean modifies the proposed schedule(s), he or she shall so advise the department head in writing as to the reason(s) therefore, with a copy to the affected unit member(s).

   An underload or overload may be assigned for a semester and then balanced the next year. If the unit member is physically unable to accept an overload, he/she shall have the right to appeal to the area dean. Adjustments can be made from year to year if the assignment is over or under thirty (30) teaching units.

5. If a subsequent change in assignment becomes necessary, the area dean(s) shall consult with the affected unit member(s). The affected unit member shall be provided with a written statement indicating the reason for the reassignment, if requested by the unit member.

6. TV Consortium Classes

   The TV instructor, in addition to his/her regular office hours, the required exams and on-campus lectures, shall establish special TV office hours of one (1) hour per week for every unit assigned to the course.

   During the summer, the office hours shall be increased correspondingly. The large-size class formula does not apply to TV courses. Classes in excess of 125 students shall have an exemption from the Chancellor's Office in accordance with applicable State regulations.

7. With the prior approval of the area dean, a unit member may use another employee to cover (without compensation) the first employee's class when the first employee is absent on District business or other authorized leave of absence.

F. Out-of-Class Responsibilities

   1. Office Hours

      a. Each unit member shall maintain a schedule of five (5) office hours per week for a contract teaching load of fifteen (15) teaching units (number of office hours to be reduced proportionately if the number of TU's devoted to classroom instruction is reduced).

b. Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the College. Each scheduled period of office time shall be no less than one-half (1/2) hour in duration and must be scheduled between 7 a.m. and 10 p.m. The unit member shall prepare and submit his/her proposed schedule of office hours to his/her area dean. Each unit member shall post his/her office hours on his/her door. The unit member may make permanent changes in his/her office hours subject to the approval of the appropriate dean.

2. College Service

Unit members shall devote an average of five (5) hours per week which include, but are not limited to, professional service; committee work; extracurricular service; responsibilities incidental to the orientation, testing, registration, advising of students; program development, including advisory committee service, proposal and grant writing and school and community contacts.

G. Nonclassroom Assignments

1. Full-Time Assignment

The assignment for Librarians, Media Specialists, Counselors, Campus Nurses, and Center for Learning Assistance Services unit members shall be based on a forty (40) hour week. Five (5) of the forty (40) hours shall be devoted to college service and three (3) hours of forty (40) hours shall be for professional preparation.

2. Part-Time Assignment

The formula for translating classroom time into nonclassroom time shall be the percentage of nonclassroom assignment times 35 hours of service. The five (5) college service hours shall be observed independent of this conversion formula.

3. Extended Year Counseling Contracts

a. Selection

1) The District shall determine each year how many extended contract counselor assignments are to be made from among those counselors who have been involved in registration duties.

2) Volunteers to serve an extended year contract shall receive first consideration for such extended assignments.

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3) Volunteers to serve the assignments on a daily basis shall receive next consideration.

4) The District shall make the remaining assignments by April 15.

b. Assignments

1) Extended year assignments shall be for a 197-day work year and the annual salary shall be as set forth on the Extended Year Salary Schedule.

2) Extended assignments shall receive an additional sick leave day but not vacation or holiday pay.

3) Without prior consent of the unit member affected, extended year assignments shall be for not less than three (3) days per week.

4) During the summer, each unit member shall have the opportunity for at least three (3) consecutive weeks free from assignment.

5) Subsequent changes in schedules after April 15 require prior consent of the affected unit member.

H. Alternate Responsibility Load and Responsibility Compensation for Department Heads

1. The following formula is to be used for determining the amount of alternate responsibility load for department heads for the academic year. The formula is based on five factors which include faculty Full-Time Equivalent (FTE), Weekly Student Contact Hours (WSCH), hourly rate instructors, class hours, and budget. A point value has been assigned to each factor.

One (1) point for each faculty FTE
One (1) point for each one thousand (1,000) WSCH
One (1) point for each ten (10) hourly-rate instructors
One (1) point for each one hundred (100) class hours scheduled
One (1) point for each $10,000 expended for instructional supplies (4320) and equipment repairs (5650)

2. The alternate responsibility load for a department head shall be determined as follows:

0 - 9 total points	none
10 - 19 total points	10%
20 - 32 total points	20%
33 - 44 total points	30%
45 and above total points	40%

3. The department heads may be paid a maximum of ten (10) extra days each year, with the total pay to be received in July, for duties performed between semesters and during the time between the end of the spring semester and the beginning of the fall semester. This additional compensation for department head duties shall be over and above the maximum pay if department heads also work a full summer assignment. The rate of compensation shall be the daily rate which would be paid to the department head for a 100% summer assignment. The maximum number of days paid shall be based on the percentage release time:

Department Head Release Time	Intersession Pay
0% release time	Maximum of 2 days pay
10% release time	Maximum of 4 days pay
20% release time	Maximum of 6 days pay
30% release time	Maximum of 8 days pay
40% release time	Maximum of 10 days pay

4. In order to receive pay for the extra days, the department head must fill out a time card, signed by the appropriate associate dean, verifying that the department head has worked those days.

5. The data for determining the factors in the formula shall be derived from the following sources:

   a. Faculty FTE, WSCH, and the number of hourly-rate instructors shall be calculated every spring semester and shall come from the "Full-Time Equivalency Report" of the previous fall semester.

   b. The weekly number of class hours shall be the semester average of hours scheduled. Only unduplicated class hours shall be counted. Double and triple size classes shall be calculated by multiplying the normal hours by one and one-half (1 1/2) or two (2) respectively. Team-taught classes shall be counted as they appear on the load sheet.

   c. The instructional supplies (4320) and equipment repairs (5650) shall be the amount actually expended the previous fiscal year for the department. This shall include special project money.

HOURS OF EMPLOYMENT/SERVICE LOAD

6. Definitions

   a. Long-Term Substitutes

      The number of long-term substitutes will be submitted in conjunction with submission of the Full-Time Equivalency (FTE) Report. (In order to be counted as a long-term substitute, the person must be assigned for an entire semester or a full year.)

   b. Hourly Rate Instructors

      Temporary employees of the District paid on an hourly-rate basis and long-term substitutes. Excluded are contract or regular faculty with hourly assignments and hourly or daily substitutes.

   c. Alternate Responsibility Load

      Replaces the term "release time."

   d. Responsibility Compensation

      Replaces the term "stipend."

   e. Department Head — Atypical

      The alternate responsibility load for the department heads of Counseling and Guidance, Basic Adult Education, Library Services, Media Services, and Center for Learning Assistance Services (CLAS) will be as follows:

1)	Counseling and Guidance	20%
2)	Basic Adult Education	40%
3)	Library Services	40%
4)	Media Services	15%
5)	Center/Learning Assistance Services	50%

7. The responsibility compensation shall be as in Salary Schedule 3.

I. Overtime Assignments

1. Overtime assignments shall be limited to a maximum of six (6) hours per week. Requests for exceptions to these limitations are subject to the approval of the area dean.

2. Overtime assignments shall be voluntary for the unit member and shall be subject to the approval of the area dean.

J. Summer Session

1. The departments which are to offer courses of study shall recommend to the area dean a tentative schedule of classes for review, modification, if necessary, and approval.

2. If the District has approved a summer session, the summer session assignments shall be issued no later than April 15 of each regular academic year.

3. The full-time summer assignment for contract and regular unit members shall be 108 total lecture hours or its equivalent (144 laboratory hours). For this assignment, the unit member shall receive one and one-half (1 1/2) months contract pay. No unit member shall receive more than 100% contract pay for the summer assignment with the following exceptions:

    a. If a single class amounts to more than 100% contract pay, all hours remaining above 100% contract pay shall be paid at hourly rate.

    b. If, because of the units of a class, it is impossible for a unit member to receive 100% contract pay, the unit member may teach two classes and receive hourly pay for the hours above the 100% contract rate.

    c. If a class qualifies as a large lecture class (see XI, M), then compensation above a 100% assignment shall be paid on an hourly basis.

For purposes of calculating the summer assignment, all service by the unit member between the end of the spring semester and the beginning of the fall semester shall be included in the formula. All classes shall be scheduled and taught for the correct number of hours as listed in the College Catalog and Course Master File (no class hours shall be scheduled for Independence Day). Partial Assignments shall be calculated according to the following formula:

$$\frac{\text{Total Lecture Hours} + (\text{Total Laboratory Hours} \times .75)}{108} \times 100 = \text{Percent Assignment}$$

HOURS OF EMPLOYMENT/SERVICE LOAD

All calculations shall be carried out to the nearest tenth. Because of the slight differences in scheduling between the day and evening sections of the same class, loads between 98.5% pay and 100% pay shall receive 100% pay and loads between 49.25 and 50% shall receive 50% pay.

4. Summer Pay for Honors Classes

   In recognition of the different type of duties involved in the summer honors classes, summer honors classes shall be paid as if they were double size sections (as defined in XI, M, 1). Any hours remaining above 100% pay (108 lecture hour equivalents) shall be paid at the hourly pay.

5. Summer Pay for Librarians

   Contract faculty members who work in the Learning Resources Division in noninstructional assignments shall be limited to a maximum of 1 1/2 months pay at contract rates in summer with hourly pay for hours worked beyond that. For purposes of calculating the summer assignment, all service by the unit member between the end of the spring semester and the beginning of the fall semester shall be included in the formula. A 100% assignment shall equal 192 hours (6 x 32 hours per week).

   Partial assignments shall be calculated according to the following formula:

   $$\frac{\text{Hours Worked}}{192} \times 100 = \text{percentage assignment}$$

   percentage assignment x monthly pay x 1 1/2 = total pay

6. If a summer class is discontinued before it meets, the unit member receives no pay. If a class is discontinued after it meets, the unit member is paid for only the days actually taught.

7. Work experience and clinical practicum assignments shall be calculated according to the formula presented in section D.

8. All summer session assignments shall be voluntary for the unit member.

9. Compensation for the Independence Day holiday follows past practices.

10. All other provisions of the contract shall apply during summer session.

K. Maximum Class Size

The maximum class size for each course shall be as designated in the January, 1980, Master Course File and may, with the approval of the appropriate administrator, be increased by up to ten percent (10%). Increases beyond ten percent (10%) shall not be imposed without the consent of the unit member, except as provided in Section M. The ten percent (10%) factor is not intended to permit any permanent, across-the-board increases; it is instead intended to permit increases in individual courses to meet student demand. The above-referenced maximum class sizes are subject to change pursuant to normal curriculum procedures and are applicable to both day and evening courses.

L. Minimum Class Size

Except as provided herein, all classes must have a minimum of twenty (20) students enrolled and in regular attendance by the conclusion of the second official week of the class. In the case of classes scheduled at extensions, satellites, in certain classes where auditions are conducted prior to enrollment, or in specific classes designated as exceptions by the Vice President, Academic Affairs, the class must have a minimum of twenty (20) students enrolled and in regular attendance by the conclusion of the third official week of the class. The time shall be reduced proportionately for short-term classes. Classes where more than one (1) teacher shares the teaching unit credit proportionately shall have a minimum class size of twenty (20). When attendance falls below twenty (20) during this period of time, the class may be discontinued or combined with another class.

Exceptions to this minimum class size of twenty (20) are:

1. When it is in the best interest of the educational program, the area dean may recommend individual exceptions for consideration by the Vice President, Academic Affairs. A contract unit member may offset a deficiency in one (1) contract class with an overload in another contract class by accepting students in addition to the maximum class size as specified in Section K, at a rate of two (2) students additional for every one (1) student below the minimum class size, up to a maximum deficiency of five (5).

2. Team-taught classes (classes designated as team-taught classes by the Curriculum Committee and where more than one (1) instructor receives full teaching unit credit). The minimum class size in this type of team-taught class shall be the product of twenty (20) multiplied by the number of unit members receiving full credit for the class.

3. Summer Honor's classes which are subject to a minimum of ten (10).

4. The District and CTA-LBCC agree to jointly develop guidelines to define what is in the best interest of the educational program as related to minimum class size.

M. Load in Large Lecture Class

1. A unit member assigned to a class with an enrollment of 170% of class size maximum will receive one and one-half (1 1/2) times the usual teaching units for the class.

2. A unit member will receive double the usual teaching units for a class with an enrollment of 240% of class size maximum. A unit member may not receive more than double load credit for a class without the approval of the Vice President, Academic Affairs.

3. The decision to double or more than double the maximum class size for a course will be made by the area dean in consultation with the unit member involved.

N. Honors Program

1. Summer Program

The departments shall propose the courses to be taught in this program each summer to the Honors Committee. The courses shall be specifically tailored for high school honors students, approved by the Honors Committee and by the Curriculum Committee. The minimum class size shall be ten (10). The unit member shall be paid as if the class were a double size section (see Article XI, J, 4).

2. Regular Semester

The Honors Program shall consist of Honors Options classes and Colloquia, as described in the Honors brochure. The classes shall meet the guidelines set up by the Honors Committee.

3. Assignment

The unit member proposing to teach the Honors courses must have the recommendation of the department head, the associate dean, and the Honors Committee.

O. Partial Contracts

Unit members may be granted a partial contract when such contract is determined by the area dean and the appropriate vice president to be in the best interest of the District.

ARTICLE XII

SALARY

The District and the Association agree to modify the current Salary Schedule 1 as follows:

> An upward adjustment in salary equal to ten percent (10%) at all steps and columns effective with the September, 1985, salary warrant.

In addition, a one-time off-the-schedule payment of $1,100 in October, 1985, to each unit member who was actively employed by the District on May 30, 1985. In the event that the one-time payment, as described, is not possible, the parties agree to reconsider the method of payment.

ARTICLE XIII

DEPARTMENT HEAD AND COORDINATOR ELECTION PROCEDURE

Selection:

Department heads and coordinators shall be elected by unit members in the department in an election conducted by CTA-LBCC or designee. Whenever a new department is formed; a department head/coordinator resigns, retires, is dismissed, or is absent from office for a semester; or when a department head/coordinator's term of office expires, these procedures for selection of department head or coordinator will be followed:

A. The area dean shall call a meeting of the electorate of the department which shall include:

   1. Any regular or contract unit member assigned 100 percent (100%) to a department shall be a member of that department's electorate.

   2. Any regular or contract unit member assigned to two or more departments shall be a member of the electorate of the department in which he/she has the higher or highest percentage of assignment. When the percentage of assignment in any two or more departments is equal, the unit member shall choose to be a member of the electorate of any one of those departments provided he/she does not have a higher percentage of assignment in any other department. After a unit member has chosen to become a member of the electorate of a department, he/she may not choose to become a member of the electorate of any other department until his/her percentages of assignment have changed.

   3. Each department shall include the votes of the incumbent department head/coordinator and those department members absent or on leave of absence if available at the time of the election.

B. At the first part of the meeting, the area dean or designee shall inform the department members about all aspects of the qualifications, duties, responsibilities, and remuneration of the position. (See Appendix A.)

C. In order for a department member to be eligible for candidacy, he/she must be assigned at least sixty percent (60%) to the department as determined by the activity center on the load sheet. Eligibility to run for department head shall include release time if that release time replaces a course or courses whose activity center numbers enables eligibility. This will be determined by the loadsheet the semester of the first election. Should no one who meets these standards be available to stand for office, a department member with a lesser percentage, if mutually agreed to by the area dean and the electorate of the department, would be eligible.

ARTICLE XIII (Cont.)

DEPARTMENT HEAD AND COORDINATOR ELECTION PROCEDURE

For those department head or coordinator positions requiring special license by law, credential, or degree, only those people having those qualifications may be candidates.

D. In case of a tie, a runoff election shall be held.

E. In case of a tie after a runoff election, the area dean shall cast the deciding vote.

F. The names of the two (2) candidates receiving the highest number of votes shall be forwarded to the area dean with the number of votes each of the two (2) candidates received. If there is only one candidate, the name of the sole candidate will be forwarded. This information will be communicated to all members of the department electorate. The area dean, in joint consultation with the appropriate vice president, shall determine which candidate should be recommended to the Board of Trustees for action.

G. The name of the recommended candidate will then be forwarded, through proper channels, to the Board of Trustees. If approved by the Board of Trustees, the newly elected department head/coordinator shall serve a term of three (3) years beginning with the semester in which the election is effective.

H. If there are no candidates for a department head/coordinator position, the area dean, in consultation with the appropriate vice president, may appoint a department head/coordinator to serve in that capacity for at least one year.

I. Recall Procedure

   1. Recall requests initiated by the majority of the full-time contract and regular unit members of the department shall be submitted to the area dean.

   2. Recall requests initiated by the area dean shall be submitted to the appropriate vice president with copies to the department head/coordinator and full-time contract and regular unit members of the department.

   3. In the event of a recall request, a secret ballot recall election shall be held within thirty (30) days. Should the department head/coordinator be recalled by a majority vote, a new election shall be held immediately in accordance with the election procedures enumerated in section C of this Article.

ARTICLE XIV

RETIREMENT OPTIONS AND BENEFITS

A. A unit member may exercise his/her right to retire from the District when he/she qualifies under the rules and regulations established by the State Teachers' Retirement System.

B. A unit member may be granted a reduced work load if he/she qualifies under the rules and regulations of the State Teachers' Retirement System and in accordance with District policy.

C. Upon retirement from the District under the STRS guidelines, a unit member qualifies for District-paid hospital/medical benefits if he/she has worked for the District for at least fifteen (15) years. The District will continue to pay for hospital/medical benefits to age sixty-seven (67).

D. A retiree with less than fifteen (15) years of service to the District or one who has reached age sixty-seven (67) may participate in the District hospital/medical plan by paying his/ her own premiums.

E. The District shall provide Associated Student Body passes and/or discounts to retirees for Associated Student Body events.

F. Should a unit member die either before or after retirement, the District shall allow the surviving spouse to participate in the appropriate District benefit plan by paying his/her own premiums until age sixty-seven (67) or until he/she remarries. This provision is subject to change at the discretion of the group insurance carrier.

G. Retirees, if they so desire, shall be guaranteed an hourly assignment equivalent to six (6) teaching units each semester for the two years following retirement. The guarantee includes assignment only to those courses which the retiree would have taught if he/she remained on a full-time assignment. This guarantee of assignment is not a guarantee of work.

H. If reasonably available, a desk in an office area shall be provided to retirees working under section G of this article.

ARTICLE XV

COLLEGE CALENDAR

The District and CTA-LBCC hereby agree that the college calendar shall be developed by an institutional committee composed of representatives from CTA-LBCC, CSEA, the student body, and the District.

The function of this committee is to recommend a college calendar to the Superintendent-President.

The composition of the committee shall be as follows:

A. CTA-LBCC: three (3) representatives

B. CSEA: one (1) representative

C. Student Body: one (1) representative

D. District: three (3) representatives, one of whom shall chair the committee.

The members of the committee shall be appointed by their appropriate representative bodies with the exception of the District members who shall be appointed by the Superintendent-President.

ARTICLE XVI

REOPENERS

The District and the Association mutually agree to reopen this Agreement in January of each year to negotiate Article XII, Salary; Article VII, Fringe Benefits for the subsequent fiscal year; any mutually agreed-to article(s); and one additional article by each party.

ARTICLE XVII

CONTINUATION OF POLICIES AND PROCEDURES

Except as otherwise provided in the Agreement, the terms and provisions of the current District Policy Manual and administrative regulations relevant to scope issues shall remain in effect during the term of this contract but may be changed by mutual agreement with CTA-LBCC.

In those instances where past departmental or institutional practices or procedures are in conflict with this contract, this contract shall prevail.

ARTICLE XVIII

SCOPE AND WAIVER CLAUSE

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous Agreements, both written and oral. This Agreement may be altered only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE XIX

DURATION

This Agreement shall remain in full force and effect from January 1, 1985, to June 30, 1988. Items which might affect compensation other than those addressed in Article XII, Salary; Article VII, Fringe Benefits; and Article XIV, Retirement Options and Benefits shall be effective September 11, 1985.

This Agreement signed and entered into this eleventh day of September, 1985, between the Board of Trustees of the Long Beach Community College District and the California Teachers Association-Long Beach City College.

DISTRICT REPRESENTATIVE

James Kossl

James Kossler
Vice President,
Administrative Services

CTA-LBCC REPRESENTATIVE

William

William Littlefield
Chief Negotiator
CTA-LBCC

APPENDIX A

GENERIC DEPARTMENT HEAD AND ELECTED COORDINATOR JOB DESCRIPTION

Purpose

Under the direction of the appropriate dean, the department head shall provide leadership and organizational support to the faculty in maintaining and enhancing academic quality and in reviewing the curriculum and planning a balanced program to meet current and future needs. In addition, the department head shall provide operational support in implementing and maintaining appropriate college policies, procedures, and systems.

Functions

A. Serves as an ombudsman and as the first-level problem resolver for problems concerninng faculty and students within the department.

B. Prepares and recommends schedule of classes.

1. Provides loadsheet information
2. Initiates schedule change notices
3. Assists in monitoring registration data and recommends changes based on this data

C. Participates in the recruitment and selection of hourly faculty, regular contract faculty, classified employees, substitutes, and student employees.

D. Recommends the assignment of faculty based upon prior consultation with regular, contract and hourly faculty.

E. Develops, recommends, and monitors the department operating budgets.

F. Prepares, prioritizes, and recommends capital item requests.

G. Submits, or causes to be submitted, routine requests and forms, such as those required for supplies, service, maintenance, and equipment.

H. Participates in obtaining substitutes as needed.

I. Chairs the evaluation committee for regular/contract faculty.

J. Conducts the evaluation of part-time faculty with the assistance, when necessary, of designated departmental representatives.

K. Rates appropriate classified employees with the assistance, when necessary, of designated departmental representatives.

L. Reviews and recommends, after consultation with faculty, textbooks for adoption; approves faculty textbook requisitions for bookstore use.

APPENDIX A (Cont.)

GENERIC DEPARTMENT HEAD AND ELECTED COORDINATOR JOB DESCRIPTION

M. Initially approves instructional requests and forms, such as Credit by Examination, Honors-Independent Study, Change of Grade, Change of Location, Field Trips, and Guest Speakers.

N. Recommends, in consultation with the department faculty, course additions, deletions, modifications, catalog changes, curriculum guides, and graduation requirements/general education requirements.

O. Assists with the articulation of course and program offerings with other schools, colleges, and outside agencies.

P. Schedules and conducts department meetings as needed during the academic year.

Q. Serves as consultant to the special programs of the college, such as Community Services, ETP, and Grants and Projects.

R. Consults on and recommends curriculum and staffing for all Contract Education courses.

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

CERTIFICATED CONTRACT

1985 - 1988

JULY 9, 1985

BOARD OF TRUSTEES

Mt. San Jacinto Community College District

ACTION

Res. No.	Section:	Date:
4569	BUSINESS SERVICES	JULY 9, 1985

BE IT RESOLVED that the Board of Trustees of the Mt. San Jacinto Community College District ratify the agreement with Mt. San Jacinto Community College Faculty Association, CTA/NEA, for the period from July 1, 1985 to June 30, 1988, inclusive.

BACKGROUND

The agreement is with the District certification unit. The contract terms have been approved by the Unit's collective bargaining committee; ratification by Unit members is currently sought.

Recommended by: Neil Yoneji

Approved by: D. M. Mayer

Dennis Mayer, Supt./Pres. and
Secretary to the Board of Trustees

By: dm Date: 7/9/85

Davis	Yes
Motte	Yes
Calderon	Absent
Cutting	Yes
McNerney	Yes

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CERTIFICATED CONTRACT -- 1985-88

July 1, 1985

This is an Agreement made and entered into this first day of July, 1985 between the MT. SAN JACINTO COLLEGE DISTRICT (hereinafter referred to as "District") and MT. SAN JACINTO COLLEGE FACULTY ASSOCIATION-CTA/NEA hereinafter referred to as "Association").

Article I: RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees (hereinafter referred to as the Unit) certificated by the Educational Employment Relations Board in Case No. LAR-734 dated November 15, 1976. The Unit consists of all certificated employees excluding Part-time employees, Superintendent/President, the Deans of Business Services, Instructional Services, Career Education, College Development, and Student Services, and the Directors of Personnel, Financial Aids, Data Processing Services and Athletics. The Unit shall exclude all Management, Confidential and Classified employees.

Article II: DISTRICT RIGHTS

II A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all room and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline Unit Members as authorized by all applicable codes. All such matters unless otherwise provided for in this Agreement are excluded from the grievance procedure.

II B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

II C. Emergency Clause.

II C1. In cases of extreme emergency* necessitating closure of the college and/or suspension of classes, any provisions of this Agreement conflicting with the necessary emergency procedures shall be suspended for the duration of the emergency. The District shall, within one (1) day or as soon as is physically possible, meet with Association representatives and attempt to reach an agreement on which sections of this Agreement are affected and for what duration.

*Extreme emergency shall mean sudden and unexpected calamities such as earthquake, fire, flood and other occurrences which interfere with normal operation of the college.

II C2. In cases of financial emergency, any provisions and terms of this agreement affected by reduction in funding to the District shall be suspended and reopened for negotiation when the District files public notice that current operating standards cannot be met and stipulates the amount of reduced funds.

Article III: ASSOCIATION RIGHTS

III A. The Association and its members shall have the right to non-exclusive use of school equipment, buildings, and facilities at reasonable hours, including evening hours, subject to the established sign-up procedures and regulations, for Association business when such facilities are not otherwise in use.

III B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. At least one of reasonable size shall be provided in areas frequented by Unit Members. The Association may use the District mail service and teacher mail boxes for communications to Unit Members. When required, notification shall be given to the Superintendent/President as material is posted for the purpose of informing Association members and or non-members of Association-related issues, concerns, and positions as well as the dates, times and agenda of formal Association meetings.

III C. Authorized representatives of the Association shall be permitted to transact Association business on school property at any time as long as there is not interference with the normal operation of the College. At the request of the Superintendent/President, the Association shall provide advance notice, in writing, of all Association meetings.

III D. Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written statement authorizing deduction of unit membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one tenth (1/10) of such dues from the regular salary warrant of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

III E. The District shall not be obligated to deduct any amount from the Unit Member's pay which shall be used for political contributions.

III F. Each Unit Member covered by this Agreement who after the effective date of this Agreement is a member of the Association and each Unit Member covered by this Agreement who becomes a member after that date may maintain membership in the Association through the term of the Agreement.

III G. Any Unit Member who is not an Association member and who elects not to pay such representation fee must pay, at hourly rates established by the Association, for specific written requests for specified services, exclusive of contract negotiations. In no event shall the amount charged exceed, in

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any one year, the amount uniformly charged as one year's membership dues. The sole responsibility for collecting the payments shall rest with the Association and, under no circumstances shall the District be obligated to collect such payments for or on behalf of the Association; furthermore, payment of any of these obligations shall not be construed as a condition of continued employment. Legal fees incurred by a non-Association member shall be paid by that member.

III H. With respect to all sums deducted by the District pursuant to authorization of the Unit Member, the District will remit such monies to the California Teacher's Association accompanied by an alphabetical list of Unit Members from whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

III I. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

III J. Upon appropriate written authorization from the Unit Member, the Board shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, approved charitable donations, or any other plans or programs jointly approved by the Association and the District. A Unit Member who continues an assignment or employment with the District will be permitted to change the amount of such deductions once a year on date(s) mutually agreeable to the District and the Association.

III K. The Association has the right to act as a grievant under the Grievance Article of this Agreement.

III L. The Exclusive Representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer and the law.

Article IV: SAFETY CONDITIONS OF EMPLOYMENT

IV A. Enforcement Authority.

The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to Unit Member safety will be exempted from the grievance process.

Article V: GRIEVANCE PROCEDURES

V A. Definitions.

V A1. A "grievance" is a formal written allegation by a grievant that the grievant has been adversely affected by a violation, misinterpretation or misapplication of provisions of this agreement.

V A2. A "grievant" is a Unit Member filing a grievance herein.

V A3. A "class action grievance" is a consolidation of several similar grievances into a single grievance. All grievants to be included will make their own written allegation and each will independently go through Level I and each will authorize such consolidation and agree to abide by that outcome. A class action grievance may be filed by the Association at Level II of the Grievance Procedure. At least one of the grievants shall be in attendance at each level of the class action procedure.

V A4. A "Working Day" for the purpose of this Article, refers to any day when the Business Office is open for business.

V A5. "Management Supervisor" refers to the management employee who has immediate jurisdiction over the grievant.

V B. Purpose.

V B1. Nothing contained herein will be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with any appropriate member of the Administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

V B2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

V C. Informal Level.

The grievant shall attempt informal resolution of a grievance in conference with the appropriate Management Supervisor prior to initiating a grievance.

V D. Level I

V D1. Within twenty (20) days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate District form to his Management Supervisor. This statement should be a clear, concise statement of the grievance, the specific Article or Section of this Agreement violated or misinterpreted, the circumstances involved, the date of any informal conference and the specific remedy sought.

V D2. Within ten (10) days after a grievance is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative.

V D3. The Management Supervisor's decision shall be communicated in a clear, concise written statement, to the Unit Member and the Association within fifteen (15) days after receiving the grievance.

V E. Level II

V E1. In the event the grievant is not satisfied with the Level I decision, said grievant may within ten (10) days, appeal on the decision to the Superintendent/President or his designee on the appropriate District form. This appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason(s) for the appeal.

V E2. Within five (5) days after the appeal is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative. Conference shall be held at a time which would not interfere with normal operations of District.

V E3. The Superintendent/President or designee shall communicate in a clear, concise written statement a decision to the Unit Member within fifteen (15) days after receiving the grievance.

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V F. Level III

V F1. If the grievant is not satisfied with the decision at Level II, said grievant may, within ten (10) days, appeal the decision on the appropriate District form to the Board of Trustees. This appeal shall include a copy of the original grievance, the decisions rendered, and a clear statement of the reason(s) for the appeal.

V F2. The Board of Trustees shall base its decision solely on the written record unless upon review the Board determines that it wishes to hear additional evidence. If such additional evidence is sought, the Board shall invite, in writing, all parties of interest to participate.

V F3. The Board shall inform the grievant, in writing, of its decision within twenty-five (25) working days after receiving the grievance.

V F4. This level represents the final step in the grievance procedure. Completion of this step constitutes exhaustion of internal administrative remedies under this Agreement.

V G. Guidelines Applicable to All Grievances

V G1. All grievance proceedings shall be kept as confidential as may be appropriate at all levels of the procedure.

V G2. All records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

V G3. If a grievance arises from the action of an authority above the Supervisorial level, the Unit Member may present a grievance at the next higher level, except no grievance shall be taken to the Trustees without first being given in writing to and discussed with the Superintendent/President.

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V G4. If the procedure is not completed within the specified time by the appropriate management level handling it, the grievant may proceed to the next level.

V G5. If the procedure is not completed by the grievant within the specified time, the grievance will be considered resolved at the highest level at which the procedure has been completed.

V G6. No reprisals of any kind will be taken by any Unit Member or representative of the Administration or the Board or by the Association against any grievant, any member of the Association, or any Management Supervisor, Trustee or other participant in the Grievance procedure by reason of such participation.

V G7. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the work day, he shall, upon notice to the Superintendent/President by the Association President be released without loss of pay in order to participate in the ongoing activities. Every effort shall be made to schedule meetings and hearings at times which would not interfere with normal operations of District. Any Unit Member who is requested to appear in such scheduled meetings or hearings as a witness will be accorded the same right.

V G8. Grievance Forms may be found in Appendix E attached hereto and hereof made a part of this agreement.

Article VI: UNIT MEMBER RIGHTS

VI A. The District and Association recognize the right of a Unit Member to form, join, and participate in lawful activities of employee organizations and the equally alternative right of a Unit Member to refuse to form, join, and participate in organization activites.

VI B. A Unit Member shall have the right to informally discuss any personal grievance with any appropriate Management Supervisor, and to have the grievance adjusted without intervention by the Association provided that the adjustment is not inconsistant with the terms of this Agreement.

VI C. A Unit Member shall retain the right of self-representation in matters of grievance without intervention by the Association provided that all conditions of Article V on Grievance Procedures are met.

VI D. It is mutually understood that the District shall not implement any proposed resolution reached with a Unit Member grievant until the Association has been provided a copy of the grievance and a copy of the proposed resolution and after which said Association has five working days to file a written response.

It is further mutually understood that the written response from the Association shall in no way intervene in the implementation of the proposed resolution if said resolution is consistent with the terms of this agreement and in conformance with applicable laws.

Absence of a written response from the Association on any specific proposed resolution within the stipulated time period shall be construed to mean that the terms of Paragraph V ID have been waived by the Association but only to the extent to which the proposed resolution responds.

Article VII: SALARY REGULATIONS, COMPENSATION AND BENEFITS

VII A. Definition of Terms

VII A1. "Degree" refers to earned degrees in an accredited college or university.

VII A2. "Unit" refers to semester units from an accredited college or university.

VII A3. "Bachelor's Degree" means an earned Bachelor of Science or of Arts Degree or equivalent from an accredited institution.

VII A4. "Master's Degree" means any earned Master of Science or of Arts Degree or equivalent from an accredited institution.

VII A5. "Accredited Institution" means an institution listed as accredited in the most recent issue of United States Office of Education Handbook, "Higher Education," Part III.

VII A6. "Semester Unit" means one semester hour of credit from an accredited institution. Transcripts indicating quarter hour credit will be evaluated in semester hour equivalents, with one (1) quarter hour equaling two-thirds (2/3) semester hours.

VII A7. "Upper Division Courses" are those certified by an accredited institution as junior and senior level. Any graduate class would be considered equal to or superior to upper division.

VII A8. "Prior Teaching Experience" - a year of prior teaching experience for credit must equal seventy-five (75) percent of the maximum one hundred seventy-five (175) day teaching year required by California law.

VII A9. "Transcript" is a documentary record of completed work certified by a notarized signature or institutional seal and received by direct mail in the Personnel Office from an institution.

VII A10. "Basic Salary Schedule for Certificated Employees" refers to the salary schedule established to determine the rate of pay for ten-month (10) employees who fulfill the contract requirements of the work year as defined below.

VII A11. "Work Year" refers to the number of days required each year to meet the minimum daily attendance requirement of one hundred seventy-five (175) days, any additional days for instruction, plus additional days for non-instructional duties as elsewhere herein delineated totaling a maximum of no more than one hundred eight-one (181) working days.

When school is closed due to factors which in the opinion of Administration are beyond their control and request for exemption is denied by the State, and the State requires that the day be made up, that day will be considered to be within the normal work year.

VII A12. "Ten-Month Employee" refers to any Unit Member on contract as a full time certificated employee for the established work year as defined above.

VII A13. "Per Diem Rate" refers to the daily rate of pay for a Unit Member calculated by dividing the Unit Member's annual salary for the Work Year by the number of days the Unit Member is required to render service to the District under this Agreement.

VII B. Definitions of Classes on Basic Salary Schedule for Certificated Employees

VII B1. Master's Degree and California Community College Life credential; or Master's Degree and Life credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment with the District is offered; or a California Community College credential issued on a partial fulfillment requirements in the discipline for which initial employment with the District is offered.

VII B2. Master's Degree plus twelve (12) semester units or their semester unit equivalent approved pursuant to ParagraphVII C2 and Life Credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment is offered; or a Life California Community College or eligible vocational subject credential; or a California Community College vocational subjects credential issued on a partial fulfillment of requirement basis plus a Bachelor's Degree

VII B3. Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII C2 and a California Community College Life credential; or a Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII C2 and Life credential issued by California Commission for Teacher Preparation and Learning prior to 1971 in the discipline for which initial employment is offered; or a California Community College vocational subject credential issued for Life plus 120 semester units or their semester unit equivalent approved pursuant to Paragraph VII D4.

VII B4. Class IV MA + 36 semester units and credential.

VII B5. Class V MA + 48 semester units and credential.

VII B6. Class VI Earned Doctorate and credential.

VII C. Initial Placement on Salary Schedule

VII C1. A new Unit Member shall be placed in the salary schedule column to which his formal education or its equivalent entitles him according to the provisions contained within this Article. In addition, the Unit Member shall be granted one-year's (1) vertical advancement for each year of full time teaching experience or its equivalent to a maximum of seven (7) years, except that a new Unit Member whose employment begins in the Fall Semester, but at a time later than the first working day of that semester, shall advance on the next salary advancement date if he has fulfilled seventy-five (75) percent of the required working days for that year;

Except:

If three (3) or more years of work experience in an occupation are required for the Vocational Credential requested by the College, then three (3) years of such experience will be accepted for initial placement on the Salary Schedule and, in addition, teaching experience will be credited up to five (5) years.

VII C2. The Staff Development Committee, or other appropriate committee, shall consider and recommend to the Superintendent/President:

VII C2a. The amount of credit to be granted for formal education, or its equivalent, in determining the number of units of credit to be granted for initial placement on the salary schedule.

VII C2b. The amount of credit for years of teaching experience, or its equivalent, in determining the number of years to be granted for initial placement on the salary schedule.

Teaching service shall have been for seventy-five (75) percent or more of the school year in any district.

VII C2c. "Equivalent Credit" may be considered by the Staff Development Committee, or other appropriate committee, for work experiences, competency based experiences, research and any post-graduate units earned, but not counted for the Master's Degree or for the required credential. The Unit Member must request in writing that consideration be given to such areas. When requests for salary advancement are made for equivalent credit, the Committee may recommend such credit if both the Unit Member and the Committee have made reasonable effort to obtain approval for units from an accredited institution of higher learning for the above-stated areas, and neither have been successful. After the Superintendent/President approves the request for "equivalent credit" and makes a recommendation to the Trustees, they shall consider such exceptions and may establish a principle or guideline which can be applicable to similar requests without further attempts to obtain approval from an accredited institution of higher learning.

VII D. Credit for Salary Schedule Advancement After Initial Placement on Salary Schedule.

VII D1. A Unit Member may earn up to twelve (12) semester units during a school year and up to twenty-four (24) units during any calendar year, provided no more than six (6) semester units are earned during any semester nor more than ten (10) quarter units during any quarter may be earned for the purposes of salary advancement. Columnar advancement shall occur July 1 for a Unit Member employed on the salary schedule during summer school months and September 1 for others provided due and proper notice is given to the Business Office as indicated in the procedures of this Article. A Unit Member may advance one column per year except:

VII D1a. An earned Doctoral Degree shall place the Unit Member in the appropriate column.

VII D1b. All approved units earned during any long-term professional development or other leave shall be added to any earned during other periods of the same school year and to any accumulated, and the total shall be credited for the following annual pay period not to exceed a two-column (2) move in any one (1) school year.

VII D1c. All approved units earned during the period between the time a Unit Member is released from employment from the District due to program reduction and the time of rehire on a preferential recall basis as a full time Unit Member shall be placed on the salary schedule at a rate not exceeding a two (2) columnar advancement from the previously held position.

VII D2. A Unit Member may have credited for vertical salary schedule advancement one (1) step for each year of employment until reaching the last step in the class.

A Unit Member who is employed after September 1 of a school year but has fulfilled at least seventy-five percent (75%) of a full year contract shall be advanced to the next step as if a full year's service to the District has been fulfilled.

Vertical step advancement shall take place July 1 for a Unit Member employed on the salary schedule during summer months and September 1 for a Unit Member not employed during the summer.

VII D3. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a number with a fraction of more than one-half (1/2), the number shall be rounded off to the next whole number when calculating total units for columnar advancement.

VII D4. The Staff Development Committee, or other appropriate committee, shall consider and recommend on the acceptability of and number of units proposed by individual Unit Members toward salary advancement based on the following criteria. (This stated policy considers that all units discussed are from accredited institutions unless otherwise specified.)

VII D4a. Enrollment in an advanced degree in an undergraduate major as stated on Unit Member's diploma or Unit Member's master's, or teaching, or assigned teaching area, except when that degree is a condition of initial employment. Approval by the Committee in the first instance and by the Administration in the second shall automatically mean acceptance of any units taken to fulfill the degree requirements.

VII D4b. Units that would apply to an advanced degree in the Unit Member's teaching or assigned teaching area.

VII D4c. Units that would apply to an advanced degree not in the Unit Member's Master's, teaching, or assigned teaching area but which can be clearly illustrated as being a direct enhancement to said area or areas.

VII D4d. Units at any level that can be clearly illustrated as being a direct enhancement to the Unit Member's Master's, teaching, or assigned teaching area.

VII D4e. "Equivalent credit" may be considered by the Staff Development Committee as described in Section VII C2c of this Article.

VII D5. Since the District is required to have a budget prepared in as accurate a form as possible by July 1 and to send all Unit Member's contracts to the County Auditor's Office no later than August 15, all Unit Members shall observe the following procedures in order to be considered for salary schedule advancement during a given school year:

VII D5a. On or before June 1, a Unit Member must request advancement and provide proof of eligibility to advance on the salary schedule for the next school year.

VII D5b. If units earned during the upcoming summer session are to be used in qualifying for advancement, the Unit Member must indicate the institution to be attended, course title, number of semester units to be earned, and dates of attendance.

VII D5c. Proof of successful completion of all summer work must be submitted no later than August 15. A grade slip or signed statement from the university's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in any case, no later than November 1.

VII D5d. A Unit Member will advance to the next higher column on July 1, if all work has been completed and verified by June 15, of the preceding school year. If units are completed subsequent to June 15, advancement will be made on September 1, provided that all of the above conditions will have been met.

VII D5e. Effective for fiscal 1986-87 or for the school year commencing in the Fall 1986, a Unit Member may, pursuant to Paragraph VII D1 of this agreement, advance to the next higher column on February 1 if all work has been completed and verified by January 15 immediately previous.

VII D5f. Proof of successful completion of all work subsequent to September 1 must be submitted no later than January 15. A grade slip or signed statement from the university's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in no case, later than April 1.

VII D6. The District shall provide each Unit Member by September 1, of each year, or as near to September 1, as possible, a statement of the number of units that the District has on file, current step and column placement and the salary.

VII E. A Unit Member may seek approval after course work is completed without penalty. However, when requests are made by

Unit Members to the Staff Development Committee for past approval, a unanimous vote by the members of that Committee shall be necessary for credit to be granted.

VII F. Compensation

A Unit Member will be paid according to Appendix A.

VII G. Fringe Benefits

A Unit Member will receive those benefits set forth in Appendix C.

Article VIII: WORK LOAD

It is the philosophy of the District and the Association, as professional educators, to consider all factors involved in determining work load in such a way as to allow flexibility while tending to cause all work loads to be equitable.

Factors to be considered by each Unit Member and the appropriate Management Supervisor in establishing a "Standard Work Load" include number of hours taught or assigned, type of class taught, number of office hours, number of preparations, number of "extended day" assignments, the ratio of Weekly Student Contact Hours to Full Time Faculty Equivalent (WSCH/FTE), reduction of work load, extended campus assignment, and other duties and responsibilities related to the Unit Member's specific assignment. Furthermore, in the interest of the general welfare of the college, each unit member shall, extend professional responsibility to serve on committees, attend general faculty meetings called by the Administration, attend instructional area meetings, support and promote the student activities program, participate in graduation ceremonies, and assist with registration to the extent necessary and perform other related professional duties on assigned non-teaching days.

In keeping with the preceding philosophy, the following General Guidelines are herein established for the Unit Member and the Management Supervisor to use in arriving at a "Standard Load." Should any Unit Member be unable to agree with the Management Supervisor, said Unit Member is free, without fear of any recrimination, to take the issue to the Superintendent/President and ultimately to the Board of Trustees. This provision is based on the assumption that Unit Members, Management Supervisors, the Superintendent/President, and the Board of Trustees share the common interest of the good of the college. It is tacitly assumed that Unit Members, Management Supervisors, the Superintendent/President and the Board of Trustees may share this common interest and yet disagree. Therefore, a maximum of communication among the parties should lead to better understanding and an improved educational program.

VIII A. Terms and Definitions

For purposes of this Article, the following terms and definitions shall be used to establish the Standard Work Load for a Unit Member:

VIII A1. Work Year

The work year shall be established to be no more than one hundred eighty-one (181) days per school year to fulfill the annual contractual requirements of a Unit Member.

VIII A2. Work Week

A work week shall be established to be five (5) days a week, Monday, 8:00 a.m. through Friday, 4:30 p.m. inclusive, during a work year. Saturday and Sunday assignments may be made only with the consent of the Unit Member. It is understood that while each Unit Member shall be expected to maintain a five-day work week assignment, his assignment may be reduced to less than or increased to more than a five-day work schedule by mutual consent between said Unit Member and the Management Supervisor.

VIII A3. Extended Day Time:

Extended day time is defined as any time prior to 8:00 a.m. and shall apply to any class that begins at 4:30 p.m. or later during a work year for which a Unit Member is assigned to discharge responsibilities under this Agreement.

VIII A4. Teaching Contact Hour

A teaching contact hour shall be established to be equivalent to fifty (50) clock minutes of classroom instruction or teaching time except as otherwise designated by law.

VIII A5. Non-Teaching Hour

A non-teaching hour shall be established to be equivalent to one (1) clock hour of assigned time during which non-classroom instructional responsibilities are discharged by a Unit Member.

VIII A6. Teaching Assignments:

VIII A6a. A Lecture Class refers to any class defined as a "Lecture" class in the most current published District college catalog or District Course Activity Measures file, both of which, for purposes of this Article, are hereto made a part of this agreement by reference.

VIII A6b. A Non Lecture Class refers to any class defined as a "Laboratory" class in the most current District college catalog or District Course Activity Measures file, both of which, for purposes of this Article, are hereto made a part of the agreement by reference.

VIII A6c. A Special Projects Class or a Directed Study Class refers to any class defined as a "Special Project" or " Directed Study" class in the most current District college catalog or District Course Activity Measures file, both of which, for purposes of this Article are hereto made a part of this agreement by reference.

VIII A7. Non-Teaching Assignments

A non-teaching assignment shall be established to be any assignment which consists of non-teaching hours that do not relate to a specific teaching assignment.

VIII A8. Weekly Student Contact Hours (WSCH)

A Weekly Student Contact Hour shall be established to be one hour of contact time per student enrolled in a class per week, per semester of a work year. The total number of weekly student contact hours (WSCH) for the institution is determined by the summation, over each class, the total number of students enrolled in an assigned class multiplied by the number of teaching contact hours per week, per semester of a work year.

VIII A9. Full Time Equivalent

Full Time Equivalent (FTE) shall be established to be the equivalent of one Unit Member who is assigned a Standard Work Load.

VIII A10. Weekly Student Contact Hours - to - Full Time Equivalent Ratio (WSCH/FTE)

Weekly student Contact Hours - to - Full Time Equivalent Ratio shall be established to be the value derived by calculating the WSCH per Standard Teaching Work Load of a Unit Member with a teaching assignment, for the first and second census of a semester, then arriving at the average for same.

VIII A11. Standard Work Load

A Standard Work Load shall be established to be the entire assigned duties and responsibilities of a Unit Member whether teaching or non-teaching that represents a full Work Load.

VIII A12. Standard Teaching Work Load

A Standard Teaching Work Load shall be established to be the number of teaching contact hours a Unit Member shall be required to maintain per week, per semester during the work year.

VIII A13. Standard Non-Teaching Work Load

A Standard Non-Teaching Work Load shall be established to be the number of clock hours a Unit Member is required to maintain per week, per semester for a non-teaching assignment.

VIII A14. Overload

An Overload Assignment shall occur whenever a Unit Member accepts an assignment during a work year that involves providing to the District an additional service which is similar to that rendered by said Unit Member but beyond a Standard Work Load as established for the semester in which the additional assignment is offered.

VIII A15. Extra Assignment

An Extra Assignment shall occur whenever a Unit Member accepts an assignment as an addition to a Standard Work Load of said Unit Member, that involves providing to the District a service which is not similar to that rendered by said Unit Member as established for the semester in which the extra assignment is offered.

VIII A16. Extended Campus Assignment

An Extended Campus Assignment is one which requires a Unit Member to perform his/her assignment at two or more geographical locations in any one day during a work year.

VIII B. General Guidelines

The Standard Work Load as defined in this Article includes the scope of assigned teaching and non-teaching duties of a Unit Member, except wherein specifically established in this Article as not being a part of a Standard Work Load. Furthermore, nothing except in Paragraph VIII G (Overload Assignment) of this Article shall constrain a Unit Member from volunteering to perform additional service without compensation from the District.

VIII B1. Standard Teaching Work Load Schedule

It is mutually understood that in establishing a Standard Teaching Work Load Schedule, every effort shall be made to consider the following:

VIII B1a. That, the number of extended-day assignments for each Unit Member shall be kept to the minimum.

VIII B1b. That, the teaching day for each Unit Member shall be no more than nine (9) consecutive hours from the beginning of the first assigned class through the end of the last assigned class.

VIII B1c. That, there be not less than twelve (12) consecutive hours of elapsed time between the end of the last assigned class on one day, and the beginning of the first assigned class on the following day.

VIII B1d. That, a Unit Member's assigned schedule shall be limited to no more than forty (40) per cent of a standard teaching load per day, or no more than eight

(8) non-teaching hours per work day.

VIII Ble. That, in developing a Unit Member's assignment schedule, the number of course preparations per semester be considered.

VIII Blf. That, a Unit Member shall be provided a stipend of Five Hundred and No/Dollars ($500) if he/she is required to render instructional services at a work site located twenty (20) or more miles from the primary work site where he/she performs 51% or more of his/her standard teaching workload. Except under "extraordinary" circumstances, one (1) non-primary work site teaching assignment within a standard teaching workload assignment may be made for any Unit Member during any one semester and no Unit Member shall be required to accept such an assignment for two (2) consecutive semesters.

The District shall reimburse a Unit Member, at reimbursement rates in effect at the time mileage expenses were incurred, for travel between two (2) or more geographical locations if the nature of the Unit Member's assignment requires such travel.

However, nothing stipulated in the agreement shall prohibit a Unit Member from voluntarily accepting such an assignment.

It is further mutually understood that departures from these guidelines may be necessary to complete the Standard Work Load of a Unit Member and may be implemented only after a reasonable effort has been made by the Unit Member and the Management Supervisor to conform to the guidelines, or in the event that the Unit Member has agreed in writing to an exception.

VIII B2. Standard Teaching Work Load Assignments

The Standard Teaching Workload is established in accordance with the following schedule:

Standard Teaching Work Load Hours	Lecture Class Teaching Contact Hours	Non-Lecture Class Teaching Contact Hours
15	15	0
16	14	2
17	13	4
18	12	6
18	11	7
19	10	9
20	9	11
20	8	12
21	7	14
21	6	15
22	5	17
22	4	18
23	3	20
23	2	21
23	1	22
24	0	24

VIII B2a. A deviation of plus (+) or minus (-) factor of one (1) teaching contact hour per week is provided to enable flexibility in establishing a Unit Member's Standard Work Load.

VIII B2b. In exceptional cases, the Management Supervisor may, where it is necessary and upon consultation with a Unit Member, use a plus (+) or minus (-)

factor of two (2) teaching contact hours to establish a Standard Teaching Work Load.

VIII B2c. It is mutually understood that during any one semester covered in this agreement, the exercise of Paragraph VIII B2a and/or Paragraph VIII B2b, may result in a teaching work load in excess of or below a Standard Teaching Workload as established in Paragraph VIII B2.

VIII B2c(1). When excess teaching contact hours accrue to a Unit Member and reach equivalency of a class he/she would reasonably expect as an assignment, the Unit Member shall be granted upon request a reduced teaching load assignment for the semester following the one in which the equivalency is reached. Such a reduction shall not exceed four (4) teaching contact hours per week. If the Unit Member does not make this request, he/she shall forfeit any benefits under this provision.

VIII B2c(2). When an underload of teaching contact hours accrue to a Unit Member and reach equivalency of a class he/she would reasonably expect as an assignment, the District may assign the Unit Member an increased teaching load assignment for the semester following the one in which the equivalency is reached. Such a reduction shall not exceed four (4) teaching contact hours per week. If the District does not make this assignment, it shall forfeit any benefits under this provision.

VIII B3. Upon request to the District, the Association may review the work load of any Unit Member and recommend any adjustments to the District.

VIII B4. Standard Non-Teaching Load.

The number of assigned non-teaching hours for non-teaching assignments shall be established as follows:

VIII B4a. Counselors

Counselors shall be assigned no more than forty (40) clock hours per week, per semester in a work year of which no more than thirty-five (35) clock hours per week shall be to provide on-campus counseling of students, conferences and meeting activities; and five (5) hours per week, per semester in a work year shall be assigned for unspecified duties including, but not limited to, program development, proposal writing, high school and college recruitment, visitation and other professional development activities.

VIII B4b. Coordinators and Librarians

Coordinators and Librarians shall be assigned to no more than forty (40) clock hours per week, per semester, in a work year.

VIII B4c. Other Non-Teaching Assignments

Other Non-Teaching Assignments shall be based on a forty (40) clock hour work week, per semester, in a work year.

VIII B5. Combination of Assignments

The Standard Work Load for a Unit Member whose assignment consists of a combination of teaching assignments or a combination of non-teaching assignments, or a combination of non-teaching and teaching assignments, shall be established on a pro rata basis of provisions in this Article.

VIII B6. Office Hours

A Unit Member who has a teaching assignment shall, as part of a Standard Work Load, be available on campus for students at least one (1) clock hour for each class taught up to a maximum of five (5) clock hours per week.

Furthermore, the following provisions shall apply:

VIII B6a. Each Unit Member shall post an up-to-date schedule card of office hours on, or adjacent to Unit Members office door, or on classroom door, or in a place convenient for students to see.

VIII B6b. Each Unit Member shall schedule office hours so as to be convenient to both the needs and schedules of his students, as well as the teaching schedule of the Unit Member.

VIII B6c. Each Unit Member shall retain the right to reschedule office hours as necessary in conformance with paragraphs VIII B6a and VIII B6b.

VIII B6d. Each Unit Member shall provide information regarding schedule or rescheduled office hours, upon request, to the Office of Instruction

VIII C. General Provisions

VIII C1. Each Unit Member shall meet with classes as assigned unless an alternate plan is approved as far in advance as possible by the appropriate Management Supervisor.

VIII C2. Each Unit Member shall not be required to serve on more than one (1) major committee or task force as assigned by the Academic Senate or the Superintendent/President.

VIII C3. Each Unit Member shall be allowed to select the most appropriate textbook(s) which can be made available for class. Unit Members will work together as closely as possible in selecting text(s) for class(es) when different sections of the same class are taught by different instructors. The use of different textbook(s) under these circumstances shall not be permitted unless there is justifiable evidence to warrant such difference, and then, only with the express permission of the Superintendent/President.

VIII C4. Each Unit Member, as a condition of employment, shall be present at all college commencement exercises unless permitted otherwise by the Office of Superintendent/President or his designee.

VIII C5. Workload forms shall be made available by the District and shall be completed by each Unit Member with Management Supervisor for each semester. Such forms shall include all instructional and non-instructional hours, and any other assigned duties. Where the Unit Member voluntarily selects an option, signature on the workload form shall constitute the Unit Member's consent to do so without extra credit or compensation.

VIII C6. The provisions of this Article concern only schedules developed under this contract.

VIII D. Adjustment to Standard Work Load

VIII D1. Assigned Time

Should a Unit Member have overload duties and responsibilities associated with the nature of assignments such as directing a performance group, an intercollegiate athletic team, a recurrent college publication, student activities, part-time coordinator, then that Unit Member shall be credited with additional hours which are commensurate with the problem. Up to a maximum of fifty percent (50%) of a "standard load," as determined by the Management Supervisor, shall be credited to the load assignment of said Unit Member unless the Unit Member's job description states otherwise. Such credit shall be granted in the semester in which the directive activity is assigned unless it is not possible or practical to do so, in which case adjustments in load shall be made within the next semester.

VIII D2. WSCH/FTE Ratio

VIII D2a. A Unit Member's WSCH/FTE ratios shall be examined with consideration given for limitations due to law, facilities, equipment, supplies, scheduling difficulties, or other limitations beyond the Unit Member's control.

VIII D2b. A Unit Member may be required to assume an additional assignment as part of a Standard Work Load within the next two (2) semesters following the semester in which his/her WSCH/FTE ratio is established to be less than seventy percent (70%)of the average WSCH/FTE ratio of the institution.

VIII D2c. The WSCH/FTE ratio shall be established by calculating the average of the WSCH/FTE over the first and second census period of a semester.

VIII D2d. Any teaching assignment arising from this Paragraph VIII D2 shall not exceed (3) lecture hours or five (5) non lecture weekly contact hours or any equivalent combination thereof.

VIII D2e. Any non-teaching assignment arising from Paragraph VIII D2b shall not exceed the prorated non-teaching portion of a Standard Work Load assignment involving a combination of teaching and non-teaching assignments.

VIII D2f. The instructional area shall be consulted before changes in a Unit Member's workload are implemented.

VIII D3. Incomplete Teaching Work Load

A Unit Member shall, when in any one semester, for any other reason except as provided for elsewhere in this Article, does not have a Standard Teaching Work Load:

VIII D3a. Accept an additional teaching assignment during the semester following equivalent to the reduced teaching work load; or

VIII D3b. Accept a non-teaching assignment during the semester of occurrence or that which immediately follows as mutually determined by the Unit Member and Management Supervisor, provided such assignment shall be equivalent to the reduced teaching load, and appropriate and meaningful to the instructional program or for the good of the college.

The Superintendent/President shall determine the assignment in the event agreement cannot be reached between the Unit Member and the Management Supervisor as to the assignment which is intended to remedy the Incomplete Teaching Work Load.

VIII E. Teaching Work Load Credit System

A Unit Member may elect to accept, as part of a Standard Teaching Work Load, an additional teaching assignment to be credited for future use as provided below. Such credit may be accumulated to a maximum of forty (40) per cent of a Standard Teaching Work Load at any one time. Such credit may be used for:

VIII E1. A reduced load in a subsequent semester, not to exceed twenty (20) per cent of a Standard Teaching Work Load in any given semester, or

VIII E2. Work load credit when a class does not meet enrollment requirements and is cancelled, not to exceed twenty (20) per cent of a Standard Teaching Work Load in any given semester. Such credit may be used ony for reasons stated above and may not be converted to any other form of compensation if not used. Such credit must be used within the two (2) semesters immediately following the one in which the credit was earned.

VIII F. Extra Assignment

A Unit Member may elect to accept a District offer for an extra assignment at any rate of compensation which is determined between the District and said Unit Member, provided said extra assignments is in no way construed to be an assignment within the Standard Work Load of the Unit Member.

VIII G. Overload Assignment

A Unit member may elect to accept a District offer for an Overload Assignment provided the assignment does not exceed twenty-five percent (25%) of the Unit Member's Standard Teaching Work Load. When an assignment exceeds 25%, it may not be offered on a continuing basis except in cases where necessary due to unforeseen circumstances, or unless additional qualified personnel cannot be secured to assume the assignment. The rate of compensation for overload assignment(s) shall be as established in Appendix A, Rates of Compensation.

VIII H. Summer Intersession Teaching Assignment

VIII H1. Summer intersession teaching assignments shall be determined in accordance with the following selection criteria in order of priority:

VIII H1a. Membership in the Unit as defined in Article I of this agreement.

VIII H1b. Possession of or eligibility for, at the time of assignment, an appropriate teaching credential in the applicable field of instruction.

VIII H1c. Recency of formal preparation or other evidence of currency in the field of instruction (ie., continued formal professional development efforts).

VIII H1d. Recent experience teaching in the discipline of instruction; specific course experience is preferred.

VIII H1e. Seniority

An occasional exception is permissible to encourage an outstanding nationally/internationally acclaimed individual to teach a single class in his/her field of expertise.

VIII H2. Summer intersession teaching assignments, whenever possible, shall be determined for general publication no later than three (3) weeks prior to the start of the intersession(s).

VIII H3. The Unit Member's compensation for a summer intersession assignment shall be the rate equal to eighty percent (80%) of the said Unit Member's daily rate. The daily rate shall be based on the certificated salary schedule in effect at the time the Unit Members renders his/her instructional service in this assignment.

VIII H4. For purposes of establishing the daily rate, a summer intersession teaching work load for a Unit Member shall be prorated based on sixteen (16) lecture teaching contact hours as a full teaching workload. Any other combination of lecture and non lecture shall be based on the relationship of one (1) non lecture teaching hour as equivalent to 0.667 lecture teaching hours.

For purposes of clarification, six (6) lecture credit units represents sixteen (16) weekly teaching contact hours.

Article IX: ASSIGNMENT

The District Management shall make preliminary assignments within the college for the ensuing semester or session as soon as administratively practical. Such assignment shall include but not be limited to courses to be taught and other responsibilities. Nothing in the preliminary assignment shall be construed as limiting the right of District Management from making any changes in such assignments or programs.

IX A. Class Size Maximum

IX A1. A Unit Member and the Management Supervisor working through the established instructional areas shall be responsible for determining needs for maximum class sizes, except in classes for which class size is determined by an authorized outside agency. In determining needs for maximum class size the following shall be considered:

IX A1a. History of and estimates of student demand.

IX A1b. History of drop rate and no-show rate in the Unit Member's courses.

IX A1c. Availability of appropriate facilities.

IX A1d. Student workload factor.

IX A1e. Instructional format and differences in course objectives.

IX A1f. Legal limits regarding space requirements/person for the facility being used.

IX A1g. Quality of instruction.

IX A2. Procedures

IX A2a. For Existing Classes

Existing class maximum as found in the college class maximum file shall prevail for the term of this contract unless a review is requested by the Unit Member. In the latter case, the class maximum will be determined through the same procedures as for a new course offering.

IX A2b. For New Courses

IX A2b(1). All new course proposals shall go through established instructional areas. Instructional areas shall identify specific class size maximums for each course proposal and forward their recommendations for the Instructional Services Committee for review and approval.

IX A2b(2). Once approved by the Instructional Services Committee, the class maximum shall remain in effect unless readdressed by the instructional area or instructional Office.

IX A2b(3). Should the Instructional Services Committee and the instructional area fail to come to an agreement on any class size maximum, the matter shall be referred to the Superintendent/President. The Superintendent/President, upon consultation with the Division Chair(s), and the Instructional Office shall determine the class size maximum for the class size in dispute.

IX A2b(4). Major revisions in course format objectives that require change in existing class size maximums shall be taken through the same procedure as for a new course proposal.

IX A3. Once class maximums have been established, the Dean of Student Services, assisted by the Dean of Instructional Services and the Dean of Career Education shall devise an enrollment procedure which will insure, insofar as possible, that as of the beginning of the second week of instruction, enrollments shall not exceed class size maximums except:

IX A3a. Class size maximum may be exceeded by twenty (20) per cent with the written consent of the Unit Member,

IX A3b. Class size maximum may be exceeded to accommodate students who need a particular course for graduation.

IX A4. Regardless of whether or not class maximums have been reached by the end of the regular registration period, the Unit Member's written consent shall be required to admit students in class.

IX A5. It shall be the responsibility of the District to post a new print-out of established class size maximums at least one (1) day previous to the beginning of registration. It shall be the responsibility of each Unit Member to check the posted print-out previous to registration to insure that no clerical errors have been made.

IX A6. Established class size maximums may be reviewed and changed periodically following established procedures stated in this Section.

IX B. Determining Class Types

IX B1. Procedure For Existing Courses

Existing class types as based on the State mandated course activities measures file shall prevail unless a review is requested by the Unit Member or Instructional Office through established procedures. In the latter case, the class type will be determined through the same procedures as for a new course offering.

IX B2. Procedure For New Course Proposal

The same procedure shall be used for determining the ranking of a course into a class type as is outlined for determining class size maximums. The new course proposal form shall provide a space for class type recommendation by the instructional area to the Instructional Services Committee.

Article X: EVALUATIONS

X A. The District Management shall evaluate all bargaining Unit Members no less than once every two years.

X B. The written procedures for evaluation which are currently in effect shall be maintained by the District for the duration of this Agreement, and are attached hereto as Appendix D.

X C. With respect to Article X, the Grievance Procedure shall be used solely for the purpose of challenging alleged violation of specific provisions of this contract relating to evaluation procedures and not the substance upon which the Unit Member is evaluated.

Article XI: LEAVE PROVISIONS

XI A. The benefits which are expressly provided by this section, Article XI, and Article XII, are the sole benefits and only leave provision benefits provided by the Education Code which are part of this Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either explicitly or implicitly, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article V.

XI B. Personal Illness and Injury Leave

XI B1. Unit Members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury.

XI B2. After all earned leave as set forth in XI B1 above above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of XI B4 below are met. The amount deducted for leave purposes from the Unit Member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, an amount which would be equal to fifteen (15) hours per week employment at the lowest substitute rate of pay in effect, providing that the Unit Member on leave shall, for the duration of this period, be compensated by the District at the rate not less then sixty percent (60%) of his/her salary rate applicable during said period. The five (5) month period shall begin on the eleventh (11) day of absence due to illness or injury.

XI B3. If a Unit Member does not utilize the full amount of leave as authorized in Paragraph X1 B1 above in any school year, the amount not utilized shall be accumulated from year to year.

XI B4. Upon request by District Management, a Unit Member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. The District may require the Unit Member to visit a medical doctor chosen by the District and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent/President or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent/President or designee, after notice to the Unit Member, may refuse to grant such leave.

XI B5. Whenever possible, a Unit Member must contact appropriate Management Supervisor as soon as the need to be absent is known. Failure to provide reasonable notice shall be grounds for denial of leave with pay or other disciplinary action.

XI B6. A Unit Member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half(1/2) day, a full day shall be deducted from accumulated leave.

XI B7. A Unit Member shall not be allowed to return to work and shall be placed on leave without pay if the Unit Member fails to notify the District of intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

XI C. Personal Necessity Leave

XI C1. Leave which is credited under 2.A of this Article may be used, at the Unit Member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed six (6) days in any school year.

XI C2. For purposes of this provision personal necessity shall be limited to: (a) death or serious illness including childbirth of a member of the Unit Member's immediate family; (b) an accident involving the Unit Member's person or property, or the person or property of a Unit Member's immediate family, as defined in Paragraph XI D2 below.

XI C3. Unit Members shall be entitled to two (2) days of the foregoing six (6) personal necessity leave days to be granted by the Superintendent/President for reasons other than those listed, but limited to acceptable reasons which will be listed by the Superintendent/President and made available to Unit Members.

XI C4. Should the circumstances outlined in Paragraph XI C2B and XI C2C arise, the Unit Member shall make every effort to comply with District procedure to enable the District to secure a substitute.

XI C5. Under all circumstances, a Unit Member shall verify in writing that the personal necessity leave was used only for purposes set forth in Paragraph XI C2 and XI C3 above. A Unit Member shall be subject to appropriate discipline if the leave was used for purposes other than stipulated.

XI D. Bereavement Leave

XI D1. A Unit Member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state or 500 miles one way travel is required, without loss of salary on account of the death of any member of his immediate family.

XI D2. For purposes of this provision, an immediate member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the Unit Member, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Unit Member, or any relative living in the immediate householdof the Unit Member, or another person designated by the Superintendent/President.

XI E. Leave for Pregnancy Disability

XI E1. A Unit Member is entitled to use sick leave as set forth in Paragraph X1 B1 and X1 B2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician; however, the District Management may require a verification of the extent of the disability through a physical examination of the Unit Member by a physician appointed by the District.

XI E2. A Unit Member is entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in X1B1 and X1B2 has been exhausted. The date on which the Unit Member shall resume duties shall be determined by the Unit Member on leave and the Unit Member's physician; however, the District Management may require a verification of the extent of disability through a physical examination of the Unit Member by a physician appointed by the District.

XI F. Industrial Accident Leave

XI F1. A Unit Member will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for worker's compensation under the provisions of the District Self-Insured Program For Employees.

XI F2. Such leave shall not exceed sixty (60) days during which the college is required to be in session or when the Unit Member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

XI F3. The District has the right to have the Unit Member examined by a physician designated by the District to assist in determining the length of time during which the Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

XI F4. For any days of absence from duty as result of the same industrial accident, the Unit Member shall endorse to the District any wage loss benefit check from the District Self-Insured Program For Employeeswhich would make the total compensation from both sources exceed one hundred (100) percent of the amount the Unit Member would have received as salary had there been no industrial accident or illness.

If the Unit Members fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit Member's salary warrant, the amount of such disability indemnity actually paid to and retained by the Unit Member.

XI G. Judicial Leave

XI G1. A Unit Member shall be provided judicial leave for appearance other than that as a litigant or for reasons not brought about through the connivance or misconduct of the employee.

XI G2. The Unit Member, while serving jury duty, will receive pay in the amount of the difference between the Unit Member's regular earnings and any amount received as a jury service fee.

XI H. Leave Without Pay

When an absence or leave does not fall within the definition of any other leave provision, it shall be considered a request for leave without pay.

XI J. Health Leave

XI J1. The District shall grant a Unit Member, upon request, an unpaid leave for health reasons for two (2) semesters in addition to any other sick leave provided for in this article subject to the following conditions:

XI J1a. A written statement by the Unit Member's physician, or a District appointed physician at the District's option, to the effect that the Unit Member is entitled to such a leave shall be furnished by the Unit Member at the District's request.

XI J1b. A Unit Member is temporarily unable to perform services because of illness, accident, or quarantine when other illness or accident benefits have been used.

XI J1c. A Unit Member must have permanent status in order to be eligible for such leave.

XI J1d. The District may require a physician's statement, or a District appointed physician at the District's option, stating that the Unit Member is capable of returning to service before the District grants permission for the Unit Member to return to work.

Article XII: PROFESSIONAL DEVELOPMENT LEAVES

XII A. Definition

"Professional Development Leave" shall be any leave granted which leads to the improvement of the professional skills of the Unit Member as those skills relate to his assigned area of service or to the improvement of the professional standards of the institution. Such leaves may be of short-term or long-term duration as defined in the provisions of this Article.

XII B. Short-Term Professional Development Leave

XII B1. Short-term professional development leaves shall include, but not be limited to, approved attendance at conferences, workshops, experimental or research projects, retreats, seminars and travel to on-site locations, clinics, in-service training programs, competency based programs, short courses, and short work experiences.

XII B2. The Staff Development Committee, or other appropriate committee as mutually agreed by both parties to this Agreement, shall be responsible for establishing a policy to assess needs, determine budgetary flexibility and administer such a program. The committee shall be comprised equally of instructors and district management representatives.

XII B3. The District shall consider the recommendations of the committee responsible for implementing Paragraph XII B2 when establishing the level of appropriations for financing the short-term Professional Development Leave Program.

XII C. Long-Term Professional Development Leave With Remuneration (hereinafter called a "sabbatical" leave)

XII C1. A sabbatical leave with remuneration shall be granted to a Unit Member according to the following terms and conditions:

XII C1a. Types of programs for which sabbatical leaves are granted may include, but are not limited to:

XII C1a(1). Formal Study

XII C1a(2). Independent Study

XII C1a(3). Fellowships or Scholarships

XII C1a(4). Work Experience

Unit Members who are granted sabbatical leave for the purpose of acquiring work experience must report their earnings each month. The amount to be paid by the District plus the amount earned through paid employment shall not exceed the total amount of what the individual's salary would have been had that person been teaching full time including cost of retirement contributions and fringe benefits. If earnings from employment do exceed these combined costs, the District shall reduce its payments accordingly.

XII C1a(5). Travel, and

XII C1a(6). Preparation of Educational or Instructional Materials.

XII Clb. Eligibility

XII Clb(1). In order for a Unit Member to be eligible to accumulate years toward a sabbatical leave with renumeration, the Unit Member must have the status of a permanent full-time certificated employee.

XII Clb(2). A Unit Member must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) years or its equivalent preceding the beginning of the leave. In addition all other terms and conditions contained in this Article must have been met.

XII Clc. The compensation schedule for a Unit Member on sabbatical shall be determined on the basis of the following:

XII Clc(1). Each Unit Member shall earn one-fourteenth (1/14) of a point towards sabbatical leave for each year, exclusive of summer employment, for which Unit Member is employed by the district as a permanent full-time certificated employee eligible for membership in the Unit.

XII Clc(2). The rate of compensation for a Unit Member who has accumulated seven-fourteenths (7/14) of a point and is granted a sabbatical leave shall be seven-fourteenths (7/14) of his monthly salary existing during the time of the leave, prorated for the duration of said Sabbatical leave.

XII Clc(3). In the event a Unit Member who is granted a sabbatical leave has accumulated more than seven-fourteenths (7/14) of a point toward a sabbatical leave, compensation during said leave shall equal the accumulated total fraction of a point multiplied by Unit Member's monthly salary in effect for the duration of the leave.

XII C1c(4). In the event a Unit Member has earned more than fourteenth-fourteenths (14/14) of a point, the rate of compensation for the duration of the sabbatical leave shall not exceed Unit Members monthly pay; however, any earned fraction to a point beyond that necessary to reach a full point may be applied to any future sabbatical leave.

XII C1d. Terms and Conditions

XII C1d(1). The number of Unit Members who may be on sabbatical leave during any one (1) school year shall not exceed the equivalent of three (3) semesters of leave.

XII C1d(2). The standard shall be a one (1) semester sabbatical leave.

However, if the advantages for a year sabbatical can be established to be sufficiently compelling to the Association and the District; and qualified substitution for the instruction can be arranged; and there are no undue disadvantages for other Unit Members as determined by the Association; and there is no other disruption in the delivery of instructional services to the District as determined by the District, a Unit Member may apply for a sabbatical leave of one year at one-half (1/2) of the salary which would have been received for a one (1) semester sabbatical.

XII C1d(3). The District shall annually appropriate an amount of funds to finance the programs outlined in the Article XII Long Term Professional Development Leave With Remuneration and Article XII E, Retraining Leaves with Remuneration.

XII Cld(4). The criteria and priority for granting sabbaticals shall be determined by the Association, and with the concurrence of the District, will be administered by the Staff Development Committee, or other appropriate committee.

XII Cld(5). Any Unit Member who has been recommended by the Staff Development Committee, or other appropriate committee, shall be granted a sabbatical if he meets all the conditions of this article and the approved policy established pursuant to Paragraph XII Cldiv and provided that qualified substitutes as determined by the District, are available.

XII Cld(6). Where the number of requests exceeds the limit allowed per semester, the Staff Development Committee, or other appropriate committee, shall determine which Unit Members shall receive leaves based on the policy established by the Association as indicated in Paragraph XII Cld(5) above.

XII Cld(7). Unit member must file application for Sabbatical leave with both the appropriate committee and the District Personnel Services no later than February 1 for either semester of the following school year, or no later than October 15 for the Spring Semester if slots remain available at that time. Applications submitted prior to the deadline date will not be a priority factor. The committee determining eligibility shall establish a reasonable time period in which to work with a Unit Member who has applied for a sabbatical but whose proposed programs do not meet sabbatical standards.

XII C1d(8). Sabbatical Leaves granted under this agreement will not be affected by successive agreements.

XII C1d(9). Absence due to sabbatical leave shall count as a regular period of service and shall not interrupt a Unit Member's progress on the salary schedule.

XII C1d(10). A Unit Member granted a sabbatical leave shall be entitled to all current District Fringe Benefits, plus retirement contributions on the amount of salary actually received by the Unit Member.

XII C1d(11). Upon return from a sabbatical leave with remuneration, the Unit Member shall be required to render service to the District twice the length of time granted to the Unit Member for the leave unless the District agrees otherwise.

XII C1d(12). Compensation shall be paid the Unit Member on leave in the same manner as if the employee were teaching in the District. The Unit Member must sign an agreement before receiving such compensation agreeing to return to service in the District for the required length of time following his return from the leave (unless otherwise provided for), or to return that portion of compensation for the leave for which service was not rendered.

XII D. Long-Term Professional Development Leave Without Remuneration

The District may grant a Unit Member an unpaid leave of absence of up to one (1) year for professional development which shall include, but not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of assignments to other higher education institutions, agencies, corporations, foundations, or government.

XII D1. Procedures and criteria for applying for and awarding such leaves shall be developed and applied by the Staff Development Committee, or other appropriate committee, and recommended to the Superintendent/President.

XII D2. A Unit Member on an unpaid long-term professional development leave shall not retain salary and fringe benefit rights while on leave, nor shall the accumulated time on leave be considered towards salary advancement.

XII D3. At the expiration of the unpaid long-term professional development, the Unit Member shall be reinstated, unless Unit Member otherwise agrees, in the position which was held at the time of granting the leave.

XII E. Retraining Leaves with Remuneration

It shall be the philosophy of the District to initiate retraining program(s) to provide opportunities for Unit Members to learn new teaching skills in accordance with current needs of the District, or anticipated needs of the District, in an effort to maintain continued employment within the District for all Unit Members. It is also hoped that should the need for such retraining programs be necessary, that the Unit

Members and District will work together cooperatively to ensure that such needs are met with the least inconvenience and duress to all parties concerned. As such, the following guidelines are established with the intention of review and evaluation in the event that such reassignments become necessary.

XII E1. Any Unit Member subject to reassignment not of the Unit Member's initiated request shall have the right to be heard by Association representatives, and to be represented during discussions with the District regarding such reassignments.

XII E2. The District shall inform any Unit Member in writing, as far in advance as possible of the need for the Unit Member to receive retraining in order to maintain future employment. Included in the information will be an indication that no full-time position for which he is qualified and competent exists, or is projected to exist according to the Mt. San Jacinto College Master Plan.

XII E3. Any Unit Member informed by the District of his need to be reassigned to a position for which he is not fully qualified shall be eligible for a "retraining leave", either full-time or with a reduced load at pro-rata pay as worked out with the Instructional Services Committee, or other appropriate committee.

XII E4. The District and the Unit Member shall jointly, in writing, inform the appropriate committee of the Unit Member's desire for a "retraining leave". If the application meets the same deadlines as for Sabbatical leave, the Unit Member shall be considered on identical criteria as for Sabbatical leave except:

XII E4a. Minimum eligibility is at five (5) years, with salary beginning at 7/14 for the fifth, sixth, and seventh year.

XII E4b. Any "retraining leave" request shall have the priority over a sabbatical leave. Should the District not inform the committee by the deadline, it shall provide the Unit Member employment without decrease in salary or benefits until the next slot is available, or increase the budget allotment proportionately allow for the additional leave. A retraining leave shall in no way affect a Unit Member's eligibility for sabbatical leave.

XII E5. Seniority shall not be the only factor used by the District for determining reassignments.

Article XIII: REDUCTION IN FORCE

XIII A. At least sixty (60) days before the District mails out any notice recommending the possible non-renewal of any Unit Member's contract because of program reduction in area(s) in which the Unit Member is qualified to render services, the District shall meet and confer with the Association with respect to the nature and impact on the Unit Member(s) of such anticipated lay-offs.

XIII B. The District shall provide each Unit Member with the opportunity to expand the number and kinds of services which Unit Member(s) may be qualified and competent to render in order to prevent Unit Members lay-off due to program reductions in the area for which Unit Member is qualified to render services.

XIII C. Any Unit Member who has been laid off shall retain statutory preferential recall rights for thirty-nine (39) months unless Unit Member otherwise agrees in writing. The District shall mail to such Unit Members at their last updated address a list of existing and anticipated vacancies for certificated personnel. The District shall not fill any such vacancy until:

XIII C1. Notice of such vacancy or anticipated vacancy has been mailed to each Unit Member who enjoys recall rights, and

XIII C2. Such Unit Member has been given a reasonable opportunity to apply for such vacancy or anticipated vacancy.

XIII D. The District shall provide the Association with copies of all written recommendations and notices of anticipated lay-off(s) at the same time that such materials are mailed to the affected Unit Members. The District shall also provide the Association with a list of existing and anticipated certificated personnel vacancies and also with a list of the Unit Members who continue to enjoy statutory preferential recall rights.

XIII E. If rehired by the District while still under preferential recall rights, a Unit Member shall return to the same position on the salary schedule as previous to the lay-off, shall regain all other benefits, and shall be permitted to apply all eligible units earned during his/her layoff to salary advancement provided any salary advance shall not exceed the limit elsewhere specified.

Article XIV: PERSONNEL FILE CONTENTS AND INSPECTION

XIV A. Materials in personnel files on a Unit Member which may serve as a basis for affecting the status of employment are to be made available for the inspection of the person involved.

XIV B. Such material is not to include rating, reports, or records which:

XIV B1. Were obtained prior to the employment of the person involved.

XIV B2. Were prepared by identifiable examination committee members, or

XIV B3. Were obtained in connection with the promotional examination.

XIV C. Every Unit Member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

XIV D. Information of a derogatory nature, except material mentioned in Paragraph XIV B shall not be entered or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon. A Unit Member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the Unit Member shall be released from duty for this purpose without salary reduction.

XIV E. In the event of a grievance in which a Unit Member is being represented by the Association, the Association representative shall be permitted access to the Unit Member's file, under the above restrictions, with the Unit Member's written approval.

XIV F. Records of allegations which have been found to be false shall be removed from the Unit Member's personnel file and destroyed whenever the law allows.

Article XV: RETIREMENT AND EARLY RETIREMENT INCENTIVES

This policy may permit a certificated employee who has reached fifty-five (55) years of age and who has been employed full-time in a position requiring certification qualifications for at least ten (10) years at Mt. San Jacinto Community College to retire and at the same time to perform services on a part-time basis to the maximum allowed by the State Teachers' Retirement System. This program will be developed in conformance with pertinent statutes and will be consistent with regulations established by the State Teachers' Retirement System.

XV A. Regular Retirement

XV A1. Effective period of program:

Three (3) years. This means that the program shall be in effect for three (3) years beginning the Spring 1983/84 semester for implementation in the Fall 1984/85 semester.

Effective Period for Application	January 1, 1984 to March 1, 1987, inclusive
Effective Period to Commence Retirement Program	September 1, 1984 September 30, 1987, inclusive

XV A2. Qualifications

XV A2a. Employee must have been employed with the District in a regular status for not less than ten (10) consecutive years leading to retirement; and

XV A2b. Employee must be least fifty-five (55) years of age at the time he/she retired.

XV A2c. Employee shall have provided written notice to the District Personnel Services of his/her intent to retire in accordance with the following schedule.

XV A2c(1). By September 1, if employee intends to retire effective the Spring semester following.

XV A2c(2). By March 1, if employee intends to retire effective the Fall semester following.

XV A3. Retirement Benefit Program Components

XV A3a. District paid health benefit at the rate established in the first full year of retirement. All subsequent adjustments must be borne by the retiree.

XV A3b. Retiree must pay for any and all deductible costs necessary to receive benefits.

XV A3c. Period of coverage

Age at Retirement	Period of Coverage
55-60	up to age 65
61-65	up to age 70
66 and above	five years

XV A3d. Retiree dependent coverage shall be offered but any attendant costs shall be fully borne by the retiree. Furthermore, the dependent coverage shall cease upon the termination of the retiree subscription in the program.

XV A3e. Health insurance coverage for retiree and dependent for people who retired from the District within the past three (3) years shall be offered but any attendant costs shall be fully borne by the retiree. Furthermore, the dependent coverage shall cease upon the termination of the retiree subscription in the program.

XV A3f. District shall, upon rquest by the employee, prior to effective date of retirement, an option to providea one (1) time payment of $5000 made in favor of the retiring employee on or about November 1st of the academic year in which he/she retires in lieu of the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the helth benefit program.

XV B. Past Retiree Retirement Program

The District shall offer, effective July 1, 1984, participation in the District health benefit program in accordance with the following.

XV B1. Qualifications

XV B1a. Retiree elected to retire from District service effective the 1980/81 academic year.

XV B1b. Retiree must have been employed with the District in a regular status for a period not less than ten (10) consecutive years leading to his/her retirement.

XV B2. Effective Period of Enrollment

July 1, 1984 to November 1, 1984, inclusive.

XV B3. Effective Period of Coverage:

Three (3) years commencing with his/her enrollment.

XV B4. Health Benefit Costs

All attendant health benefit costs, including health premiums and any associated deductable costs, shall be borne by the retirees.

XV B5. Retiree dependent health benefit coverage shall be offered but any attendant costs shall be fully borne by the retiree. Furthermore, the dependent coverage shall cease upon the termination of the retiree subscription in the program.

XV C. Reduced Load/Retirement

XV C1. Effective period of program:

Three (3) years. This means that the program shall be in effect for three (3) years beginning the Spring 1983/84 semester for implementation in the Fall 1984/85 semester.

Effective Period for Application	January 1, 1984 to March 1, 1987, inclusive
Effective Period to Commence Retirement Program	September 1, 1984 September 30, 1987 inclusive

XV C2. Qualifications

XV C2a. Employee must have been employed with District in a regular status for not less than ten (10) years leading to the exercise of this option; and

XV C2b. Employee must be least fifty-five (55) years of age at the conclusion of his/her reduced load assignment.

XV C2c. Employee shall have provided written notice to the District Personnel Services of his/her intent to retire in accordance with the following schedule.

XV C2c(1). By September 1, if employee intends to retire effective the Spring semester following

XV C2c(2). By March 1, if employee intends to retire effective the Fall semester following

XV C3. Reduced Load Component

XV C3a. A qualified employee may request, and at the option of the District, assume a reduced teaching assignment load (not less than 50%) for three (3) consecutive years leading to his/her retirement.

All benefits accruing to employee during this period shall be the same as if he/she were employed in a full assignment but on a pro-rated salary compensation structure.

XV C3b. At the conclusion of the third year of service or earlier, the employee shall retire and receive District paid health benefits at the rate established for his/her first year of retirement for a period of five years following his/her retirement in accordance with the same cost conditions governing the full retirement proposal.

XV C3c. Any dependent coverage cost shall be fully borne by the retiree and shall cease upon the termination of the retiree subscription in the program.

XV C3d. The District shall have the option, upon request by the retiree, to exercise a one (1) time payment of $2500 to him/her if he/she chooses not to participate in the health benefit program. The retiree, should this option be exercised, shall not be eligible to further participate in the health benefit program.

Article XVI: SAVINGS

XVI A. If, during the life of this Agreement, there exists any applicable law, regulation, or order issued by any external governmental authority having jurisdiction, which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended but only to the extent required by the law, rule, regulation, or order. Such invalidation of a part of this Agreement shall not invalidate any remaining parts of this Agreement.

XVI B. In the event of suspension or invalidation by an external authority of any Article or Section of this Agreement, the parties may, by mutual consent, meet and negotiate within ten (10) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

XVI C. Any action by a legislative body to renumber, or reorganize sections of codes, laws, policies, or regulations cited in this Agreement shall be reflected in this Agreement without further negotiation.

XVI D. Improvement in Unit Member benefits which are brought about by a mandatory amendment or addition of statutory guarantees now provided in California law shall be incorporated into this Agreement.

Article XVII: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary with the District.

Article XVIII: COMPLETION OF MEET AND NEGOTIATION

Except as provided in Paragraph II C2 of this agreement and Paragraph VII D, Credit For Salary Schedule Advancement After Initial Placement on Salary Schedule, the Association and the District during the term of this Agreement expressly waive and relinquish the right to meet and negotiate and agree that the District and Association shall not be obligated to meet and negotiate and agree with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject matter may not have been within knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

With respect to Paragraph VII D, the parties hereto resolve to convene a salary committee consisting of Unit representatives and addresses the concerns of Unit Members rendering services in the "Vocational" subject field of instruction.

Article XIX: MISCELLANEOUS

XIX A. A Contract Maintenance Committee composed of District and Association representatives shall be established to continually oversee, maintain and evaluate the terms of this agreement.

XIX B. References herein made of committees or other such groups except for the District and Association, may change from time to time, and as such, no additional changes need to be made in this Agreement when the purpose or function of newly formed committees or groups are similar in scope to those herein referred.

Article XX: TERM

This Agreement shall remain in full force and effect up to and including June 30, 1988. By mutual consent, any Article may be opened for meeting and negotiating at any time.

DATE: 9
DATE: July 9 1985

ASSOCIATION PRESIDENT
CHAIRMAN, BOARD OF TRUSTEES

NEGOTIATION COMMITTEE:

APPENDIX A

MT. SAN JACINTO COLLEGE
CERTIFICATED SALARY SCHEDULE

1985 - 1986

	I	II	III	IV	V	VI
1.	20,358	21,601	22,841	24,087	25,324	26,565
2.	21,290	22,536	23,773	25,015	26,258	27,499
3.	22,223	23,466	24,707	25,949	27,193	28,433
4.	23,156	24,400	25,640	26,885	28,124	29,366
5.	24,090	25,335	26,573	27,814	29,059	30,300
6.	25,022	26,266	27,507	28,750	29,991	31,232
7.	25,955	27,200	28,441	29,683	30,914	32,165
8.	26,890	28,135	29,374	30,616	31,856	33,098
9.	27,823	29,063	30,306	31,548	32,789	34,031
10.	28,754	29,999	31,242	32,482	33,724	34,963
11.	28,754	30,932	32,172	33,414	34,659	35,898
12.	28,754	31,864	33,106	24,349	35,589	36,832
13.	28,754	31,864	34,037	35,278	36,523	37,767
14.	28,754	31,864	34,975	36,217	37,457	38,697
15.	28,754	31,864	34,975	36,217	37,457	38,697
16.	28,754	31,864	34,975	36,217	37,457	38,697
17.	28,754	31,864	34,975	36,217	37,457	38,697
18.	28,754	31,864	34,975	36,217	37,457	38,697
19.	28,754	31,864	34,975	36,217	37,457	38,697
20.	28,754	31,864	34,975	36,217	37,457	38,697
21.	28,754	31,864	34,975	36,217	37,457	38,697
22.	28,754	31,864	34,975	36,217	37,457	38,697
23.	28,754	31,864	34,975	36,217	37,457	38,697
24.	28,754	31,864	34,975	36,217	37,457	38,697
25.	28,754	31,864	34,975	36,217	37,457	38,697
26.	28,754	31,864	34,975	36,217	37,457	38,697
27.	28,754	31,864	34,975	36,217	37,457	38,697
28.	28,754	31,864	34,975	36,217	37,457	38,697

DEFINITION OF CLASSES;

Class I Master's Degree and California Community College Life credential; or Master's Degree and Life credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment with the District is offered; or a California Community College credential issued on a partial fulfillment requirements in the discipline for which initial employment with the District is offered.

2. Definition Of Classes:

Class I Master's Degree and California Community College Life credential; or Master's Degree and Life credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment with the District is offered; or a California Community College credential issued on a partial fulfillment requirements in the discipline for which initial employment with the District is offered.

Class II Master's Degree plus twelve (12) semester units or their semester unit equivalent approved pursuant to Paragraph VII D4 and Life Credential issued by California Commission for Teacher Preparation and Licensing prior to 1971 in the discipline for which initial employment is offered; or a Life California Community College or eligible vocational subject credential; or a California Community College vocational subjects credential issued on a partial fulfillment of requirement basis plus a Bachelor's Degree.

Class III Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII 3B1 and a California Community College Life credential; or a Master's Degree plus twenty-four (24) semester units or their semester unit equivalent approved pursuant to Paragraph VII 3B1 and Life credential issued by California Commission for Teacher Preparation and Learning prior to 1971 in the discipline for which initial employment is offered; or a California Community College vocational subject credential issued for Life plus 120 semester units or their semester unit equivalent approved pursuant to Paragraph VII D4.

Class IV	MA + 36 semester units and credential.
Class V	MA + 48 semester units and credential.
Class VI	Earned doctorate and credential.

Maximum of seven (7) years teaching experience will be allowed for entry into this schedule.

Beginning 1981-82 fiscal year, a $520.00 increment will be paid to those reaching the 17th step and another $520.00 increment on reaching the 20th step on the schedule if they are in columns V or VI.

If three (3) years or more work experience in an occupation are required for the Vocational Credential requested by this College, then three (3) years of such experience will be accepted for initial placement on this schedule and in addition, teaching experience will be credited up to five years.

Where units are referred to, it is understood to mean units or "equivalent credit."

3. Hourly Rates

First Year	$17.88/hour
Second Year	$19.173/hour
Third Year	$20.435/hour

4. Extra Assignment Rates

Extra Non-Teaching Assignment:	At rates to be established between each Unit Member and District at the time the Extra Assignment is offered.

5. Over Load Assignment Rates

Lecture Teaching Assignment:	1.21 x highest current hourley rate per teaching contact hour per week
Non lecture Teaching Assignment:	1.15 x highest current hourly rate per teaching per contact hour per week

APPENDIX B - SALARY FORMULA

The formula to determine the salary rates for the 1985-86, 1986-87 and 1987-1988 school years is intended to place the Mt. San Jacinto Community College District Unit salary schedule at or near the median salary of specified benchmark institutions. This shall be established as follows:

1. Selected benchmark salary rate classifications will be used to determine an average salary rate for all benchmark institutions. This shall be computed for the current year in which the contract is in effect.
2. The average salary rates for benchmark institutions will be used to determine the median benchmark institution.
3. The median benchmark institution salary schedule shall be increased by four percent (4%) for fiscal 1985-86, five percent (5%) for fiscal 1986-87, and six percent (6%) for fiscal 1987-88. The unit salary schedule shall be adjusted to this level. The procedure for calculating this adjustment is explained below.

Definitions:

1. The Benchmark institutions are:
    - Barstow College
    - Butte College
    - Cuesta College
    - Gavilan College
    - Imperial Valley College
    - Merced College
    - Mira Costa College
    - Mt. San Jacinto College
    - Redwoods College
    - Victor Valley College

2. The following Benchmark salary rate classifications will be used to compare institutional salary schedules.

   I II III IV V

3. The average salary rate for a benchmark institution is computed by:

   A. Locating the five benchmark salary rate classifications on the current salary schedule of each institution.

   B Summation of the five benchmarks and divide by five to get Institutional Benchmark Average, i.e.

   $$\frac{\text{Summation of 1-5}}{5} = \text{Benchmark Institutional Average}$$

4. The average salary rate for Mt. San Jacinto College Ditrict is computed in the same manner. Summation of five benchmark salary rate classifications and divide by five, i.e.

   $$\frac{\text{Summation of 1-5}}{5} = \text{(Z) MSJC Average}$$

5. The median salary schedule will be established by:

   A. Excluding the lowest benchmark institutional average, then rank ordering the salary rates for the remaining benchmark institutions. Mt. San Jacinto College average salary rate is included in the rank ordering.

   B. Locate the median benchmark average salary (M) among the nine remaining schools. M shall be increased by a factor of 1.04* to determine the benchmark value in making the salary adjustment. i.e. M X 1.04 = Y.

* 1.05 for fiscal 1986-87

1.06 for fiscal 1987-88

6. Mt. San Jacinto College salary adjustment for the suceeding year shall be determined as follows:

$$\frac{Y - Z}{Z} = P \text{ percent adjustment}$$

7. Mt. San Jacinto College salary schedule for the succeeding fiscal year shall be determined as follows: P multiplied to (X) all element in the salary schedule effective prior to the year in which the new salary schedule would be implemented.

8. Should the application of the formula outlined in Appendix B result in a decrease in the Mt. San Jacinto College Unit Salary Schedule, then the current salary schedule shall remain in effect for the succeeding fiscal year.

APPENDIX C - FRINGE BENEFITS

A. Each Unit Member shall be provided health insurance through the District plan.

B. Health insurance shall be provided for each Unit Member's legal dependents unless said Unit Member currently participates in a Tax Sheltered Annuity program as part of a previous District Fringe Benefits program.

C. Each Unit Member shall be provided dental insurance through the District plan.

D. Dental insurance shall be provided for each Unit Member's legal dependents unless said Unit Member is currently participating in a Tax Sheltered Annuity program arising as part of a previous District Fringe Benefits program.

Should a Unit Member currently participating in said Tax sheltered annuity program, elect to secure dental insurance for legal dependents, participation in said Tax Sheltered Annuity program shall be terminated.

The coverage of all benefits stated in A, B, C, and D shall be comparable or better than the 1981-82 benefits provided by the District.

E. A Unit Member who is currently participating in a Tax Sheltered Annuity program arising out of previous District Fringe Benefits shall be retained in the program at the benefit levels effective at the conclusion of the 1981/82 fiscal year. Effective commencing the 1983/84 year, such benefit levels shall be reduced in a proportion equal to the percentage (%)

increase in cost of the total District Fringe Benefits program outlined in this appendix plus any future increased costs connected with any additional fringe benefit which may accrue to the Unit Member during the life of this agreement, provided such percentage (%) reduction shall not exceed twenty percent (20%) in any one (1) fiscal year.

F. The District shall establish no later than one (1) month following the effective date of this agreement, a Fringe Benefits Committee jointly composed of representatives from the Association, the Classified Council and the District to perform the tasks hereunder:

1. To review for purposes of determining adjustments connected with the fringe benefits program provided or otherwise proposed; and
2. To review the percentage (%) of the increased District costs arising out of this fringe benefits program for purposes of implementing paragraph E of this Appendix C - modified June 8, 1982.

G. Effective July 1, 1982, Unit Members, new or continuing, may not elect to participate in a Tax Sheltered Annuity program in lieu of any District provided fringe benefit.

H. Effective July 1, 1982, Unit Members currently participating in a Tax Sheltered annuity program arising as part of a previous District fringe benefits program may not increase the level of participation in lieu of a District provided fringe benefit.

I. The options offered to a Unit Member who participated in any previous tax sheltered annuity program arising out of a previous District fringe benefit program are delineated below in Section K.

J. Each Unit Member shall be provided a ten thousand and no/100 dollar ($10,000)* life insurance policy whose premium shall be paid by the District.

K. Unit Member Options:

Option I

Retain Tax Sheltered Annuity program arising out of a previous District fringe benefits plan at the level herein specified with no District paid fringe benefits extended to legal dependents of a Unit Member.

Option II

Terminate Tax Sheltered Annuity program arising out of a previous District fringe benefits plan at the level herein specified and District paid health benefits extended to legal dependents of a Unit Member.

Option III

Terminate Tax sheltered annuity program arising out of a previous District fringe benefits plan at the level herein specified and District paid dental benefits extended to legal dependents of a Unit Member.

* Unit Members who reach the age of seventy (70) years prior to any annual coverage period shall be provided with a Five Thousand and no/100 Dollar ($5,000) policy.

APPENDIX D - EVALUATION

Evaluation - The College is committed to maintaining the quality of instruction within its credit programs.

A. Evaluation of the first year contract faculty

1. Contract faculty will be evaluated once during each of the first two semesters of employment.

   a. The first semester will serve as an orientation to the campus and the orientation process. The Chief Instructional Officer or his designee will arrange a schedule of observations with the faculty member. After the observations, the evaluator will meet with the instructor and discuss informally his observations and any suggestions for improvement.

   b. The second semester will serve as a formal first year evaluation. A team consisting of a faculty member, the Superintendent or his designee, and the supervising Dean will meet in the second week of the semester to determine the scope and nature of the evaluation. In addition to administrative review, at least two of the following methods will be utilized: self-evaluation, peer evaluation, student evaluation. Following completion of the evaluation activities, the team will meet in a review conference to delineate strengths and weaknesses in the faculty member's performance. A written report of the review conference must be developed, including a recommendation to retain or dismiss the faculty member. The written report of this conference, bearing the signature of each team member, will become part of the faculty member's personnel file.

B. Evaluation of second year contract faculty

1. Evaluation of second year contract faculty will follow the process for first year contract faculty, second semester.

C. Evaluation of Regular Contract Faculty

1. The faculty member will confer with the supervising administrator to decide upon an evaluation method and time frame acceptable to both parties. It is assumed the time frame will be at least the State mandated minimum.
2. The faculty member will provide the supervising administrator a written description of the evaluation method agreed upon. Each party will indicate approval by signature.
3. A follow-up conference will be held at the end of the agreed-upon time frame and a written summary statement will be made by the supervisor. One copy of the evaluation statement will be given to the faculty member and one copy will be placed in the faculty member's personnel file.

4. If agreement on the evaluation method cannot be reached between the faculty member and the supervising administrator, the Academic Senate shall act as arbitrator. Should the Academic Senate fail to arbitrate an agreement, the College President/Superintendent shall determine the evaluation method to be used.
5. Evaluations more frequent than the state mandated minimum may be requested by either the faculty member or the supervising administrator.

D. Evaluation of Part-Time Hourly Instructors

1. Part-time hourly faculty will be evaluated by their administrative supervisor in the first term of service and as frequently as practical thereafter. A written evaluator shall be placed in the faculty member's personnel file.

Adopted by Board of Trustees
May 10, 1983

APPENDIX E

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Grievance Form - Level I

Article V D

Submission of Complaint: All portions of this section must be completed by the Grievant.

Grievant's Name: ______________________ Date: __________

Statement of Grievance (include date and time):

____

____

____

____

Section of agreement allegedly misinterpreted or violated:

____

Date of informal conference with administrative supervisor:

____________ ______________________
Signature

Upon completion of this section, grievant shall present the original and yellow and pink copies to immediate supervisor. Goldenrod copy should be retained by grievant.

Immediate Supervisor's Response:

____

____

____

____

Date: ____________ Signature: ____________________

Upon completion of this section, immediate supervisor shall retain original, present yellow copy to grievant, and forward pink copy to the Superintendent/President.

Form B-37

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Grievance Form - Level II

Article V E

Appeal to Superintendent/President: All portions of this section must be completed by the Grievant. The pink copy of the completed Grievance Form - Level I must be attached.

Reason for Appeal:

____

____

____

Remedy Sought:

____

____

____

____

Date: __________ Signature: ______________

Superintendent/President's Response:

____

____

____

Date: __________ Signature: ______________

Upon completion of this section, the Superintendent/President shall retain original and forward pink copy of the completed Grievance Forms - Level I and yellow copy Level II to Grievant, and pink copy of Level II to grievant's immediate supervisor.

Form B-38

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

Grievance Form - Level III

Article V F

Appeal to Board of Trustees:	All portions of this section must be completed by the Grievant. Pink copy of completed Grievance Form - Level I and yellow copy of Level II must be attached.

I hereby request that the grievance outlined on the attachments be reviewed by the Board of Trustees.

Date: ______________ Signature: ____________________

Upon completion of this section, grievant shall present original and yellow copy and all attachments to the Superintendent/ President. Pink copy should be retained by the Grievant.

Board's Reply:

____

____

____

____

____

Form B-39

001284

CA

AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND THE
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
FOR THE
FISCAL YEAR 1986/87

2yr

PERSONNEL SERVICES
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
17TH AT BRISTOL
SANTA ANA, CA 92706

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PREAMBLE

The following Agreement between the District and the Association is recorded in written form to meet the requirements of Government Code 3540, et seq., and, more specifically, wages, hours of employment, and other terms and conditions of employment as defined therein in exchange for services.

ARTICLE 1 - RECOGNITION

1.1 The Governing Board of the Rancho Santiago Community College District, hereinafter referred to as the "District," hereby recognizes the Faculty Association of Rancho Santiago Community College District, hereinafter referred to as the "Association," as the sole and exclusive representative of those enumerated in the Stipulated Agreement. (Same as "Exhibit A," current agreement.)

1.2 The District agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and, agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.

1.3 The Association recognizes the Board of Trustees as the duly elected representative of the people for the Rancho Santiago Community College District and agrees to negotiate only with the representatives officially designated by the Board to act on behalf of the District. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board of Trustees as the representative of the District.

ARTICLE 2 - EFFECT OF AGREEMENT

2.1 (a) The following District Board policies, as they specifically relate to the association, shall not be changed through June 30, 1987, except by mutual agreement between the Association and District: See Appendix (6).

(b) New Board policies which impact policies referenced in 2.1 (a) shall not be initiated by District through June 30, 1987, except by mutual agreement between the Association and District.

2.2 (a) Written District Administrative Rules and Regulations in effect during 1986-87 in respect to those policies as referenced in 2.1 (a), shall not be changed by District through June 30, 1987, except by mutual agreement between the Association and District.

(b) New District Administrative Rules and Regulations in respect to those policies as referenced in 2.1 (a), shall not be implemented by District through June 30, 1987 without prior consent of the Association.

(c) District procedures in respect to those matters specifically within the scope of representation as referenced above shall not be changed by the District through June 30, 1987, without prior consultation with the Association.

2.3 The District and Association agree that in the event a concern arises between the parties a conference session may be initiated by either party for the purpose of clarification, With respect to policies, and rules and regulations, and procedures referred to above the Association and District may use past practices in an attempt to explain or clarify the provisions of the Agreement. This consultation does not preclude the utilization of the grievance procedure if appropriate.

2.4 The parties agree that the specific provisions contained in this Agreement shall prevail over Board policy, Administrative Rules and Regulations, and District practices and procedures to the extent permitted by State law.

2.5 The Association recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of a Board declared emergency. An emergency is considered an Act of God or a Natural disaster. Where an emergency is declared, District shall immediately notify and consult with the Association. The Association agrees it will abide by such emergency decisions of the Board during the declared emergency.

2.6 Nothing contained herein shall in any way be construed or interpreted to impose any limitation of any kind upon the District in regard to budgets, contracts or employment, and any other matters relating to certificated employees in regard to compliance with the California Education Code.

2.7 It is understood and agreed that the District is limited only by the expressed terms of this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

3.1 Definitions:

A. Grievance - A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section, or provision of this Agreement.

A.1 "Grievance", as defined in this Agreement, shall be brought only through this procedure.

A.2 Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations, or administrative regulations and procedures not contained within this Agreement, must be undertaken under the separate processes determined by present existing policies.

B. Grievant - Any member of the bargaining unit covered by the terms of this Agreement.

C. Day - A "day" (for purposes of this "Grievance" Article) is any day on which the central administrative office of the District is regularly open for business.

D. Immediate Supervisor - The immediate supervisor is the first (1st) District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

3.2 Time Limits:

A. Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.

B. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

C. Time is of the essence in all processing of grievances.

D. Time or procedural steps may be waived at any step by mutual agreement.

3.3 Other Provisions:

A. Member Legal Rights - Nothing contained herein shall deny to any member his legal rights under state or federal constitutions and laws. No probationary member may use this Grievance Procedure in any way to appeal discharge. No member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a State or Federal Regulatory Commission or Agency, or State or Federal Law Decision.

B. The grievant may be represented by unit member representative at Level I, and by an Association representative at all subsequent levels.

C. Grievance Processing - Limits -

C.1 Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure.

C.2 Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Grievance Procedure.

C.3 Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than twenty (20) days prior to notification at Level I with the immediate supervisor shall not be processed by the District.

3.4 Procedural Steps:

Level I - Oral

A. Within twenty (20) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.

B. If a satisfactory resolution is not reached within two (2) days of the oral discussion, the grievant shall present, within three (3) days thereafter, on the "Statement of Grievance Form", attached hereto and incorporated herein by reference as Exhibit "B", the grievance in writing to the next higher supervisor/manager, or designee, as applicable.

Level II - Written

A. The next higher supervisor/manager, or designee, as applicable, shall communicate the decision to the employee in writing within five (5) days from receipt of the written grievance from Level I.

B. The next higher supervisor/manager, or designee, as applicable, or the grievant, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Level III - Administrator-Management

A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the appropriate form to the next higher manager, or designee, within five (5) days.

B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and, reason of the appeal.

C. The next higher manager, or designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal.

D. Either the grievant or the next higher manager, or designee, may request a personal conference within the above time limits, any such meeting shall be by mutual agreement.

Level IV - Director-Vice Chancellor

A. If the grievant is not satisfied with the decision at Level III, he may appeal the decision in writing within five (5) days to the next higher manager, or designee.

B. The appeal shall include a copy of the original grievance and appeals with decisions rendered, and, reasons of the appeal.

C. The next higher manager, or designee, shall communicate the decision in writing to the grievant within ten (10) days.

D. Either the grievant or next higher manager, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Level V - Chancellor/Chancellor

A. In the event the grievant is not satisfied with the decision at Level IV, the decision may be appealed on the appropriate approved form to the Chancellor/President, or designee, within five (5) days.

B. In order to be processed or considered, the appeal shall include copies of the original grievance and decisions rendered, and, reasons for appeal.

C. The Chancellor/President, or designee, shall communicate the decision to the grievant in writing within fifteen (15) days of receiving the appeal.

Level VI- Optional Fact-finding Panel

A. In the event the grievant is not satisfied with the decision at Level V, he may, but only with the concurrence and participation of Association, within five (5) days, give written notice to the Chancellor/President requesting a "Fact-finding Panel" be formed.

B. The grievant may, with or without concurrence of Association, appeal the Chancellor/President's decision direct to "Level VII - Board of Trustees", by by-passing this Level as optional on any grievance.

C. Where the grievant and Association demand a "Fact-finding Panel", it shall be formed to consider the grievance and to provide an advisory recommendation to both the District and Association as to the resolution of the dispute. The procedure shall be as follows:

1. Within five (5) days after receipt of the written request, District and Association shall each select one (1) person to serve as its member of the panel.
2. Within two (2) days thereafter, the selected panel members shall meet to determine a mutually-agreeable third (3rd)

panel member who shall be neutral and impartial and shall serve as chairperson of the panel.

3. In the event that a mutually-agreeable chairperson cannot be agreed upon, within three (3) days, the panelist shall be selected from a list of five (5) certified panelists supplied by the Public Employment Relations Board, the California State Conciliation Service, or, other sources as the panelists mutually agree upon.

4. Panel chairperson expenses, including any perdiem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not regular District employees.

   Regular District employees shall not suffer loss of compensation for time spent during regular duty hours as a grievant, representative or witness at a hearing held pursuant to this Procedure; however, no more than four (4) employees may participate in any one (1) grievance during working hours whether grievants, representatives or witnesses, unless otherwise approved in advance by the District.

5. The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries

and investigations, hold hearings, or, take such other steps as the chairperson deems appropriate to determine a resolution recommendation.

6. The panel shall, within twenty (20) days after its appointment, recommend in writing their proposed decision regarding the grievance in question to Association and the Board of the District. Such recommendation is advisory only to each party.

7. In any event, the "Fact-finding Panel" shall have no power to recommend to:
   (a) Add to, subtract from disregard, alter, or modify any of the terms of this Agreement;
   (b) Establish, alter, modify or change the salary structure.

Level VII - Board of Trustees

A. Where a Fact-finding Panel Was Appointed

1. The Board shall consider the "Fact-finding Panel" recommendations, in public session or executive session in accordance with the grievant's request, at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt until the Board meeting.

2. The Board may implement the "Fact-finding Panel" recommendations; may decide not to implement in any way; may meet with the grievant and representatives to discuss other alternatives solely at the option of the Board; or, may take other action at its sole discretion.

3. The Board shall, within fifteen (15) calendar days thereafter, submit its decision on the grievance in writing.

B. Without Optional Fact-finding

1. In the event the grievant is not satisfied with the decision at Level V (Chancellor/President), the decision may be appealed to the Board of Trustees within five (5) days.

2. In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals, written copies of all decisions rendered, a statement of the reason for an appeal, and the specific remedy sought.

3. The board shall, at its sole option:

   (a) Set for its next regular meeting after receipt, providing a minimum of seven (7) working days elapse from receipt until the Board meeting, a hearing on the grievance by the Board itself. Such hearing shall be either public or in executive session in accordance with the grievant's request. The Board shall, within fifteen (15) days thereafter, submit its decision on the grievance in writing. Such decision shall be final and binding

   (b) Set within seven (7) days from receipt, a hearing to be conducted by a Board designee, or designees, to hear the grievance on the Board's behalf.

   (c) At the next regular meeting of the Board after completion of the hearing by the designee, or designees, provided seven (7) work days elapse from completion of the hearing, the Board shall consider the recommendations of its appointed designee, or designees.

(d) The Board may implement the designee, or designees, recommendation; decide not to implement in any way; decide to meet with the grievant and representatives to discuss other alternatives solely at the option of the Board; or, take other action at its sole discretion.

(e) The Board shall, within ten (10) calendar days thereafter submit its decision on the grievance in writing. Such decision shall be final and binding.

ARTICLE 4 - LEAVES

(See Appendix 4)

ARTICLE 5 EVALUATION PROCEDURES

(See Appendix 5)

ARTICLE 6 - SEPARABILITY AND SAVINGS

If any article, section, subsection, sentence, or phrase of this Agreement or any application of this Agreement to any unit member or members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such article, section, subsection, sentence, or phrase shall be inoperative, but all other articles, sections, subsections, sentences, or phrases shall not be affected thereby and shall continue in full force and effect.

ARTICLE 7 - DURATION

This Agreement and its subsequent amendments shall become effective on July 1, 1986, and remain in effect until June 30, 1987. The Association agrees to submit its initial proposal for a successor agreement not later than February 1, 1987. The District agrees to present its initial proposal not later than March 1, 1987. The Association and the District agree to begin negotiations during the first week of April, 1987.

For the Association

9/9/86
Date

For the District

9-9-86
Date

See Stipulated Unit Recognition Agreement Exhibit A

See Statement Of Grievance Form-Front Side-Exhibit B

See Statement of Grievance Form-Side 2-Exhibit B

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SALARY SCHEDULE - COLLEGE CREDIT
Effective July 1, 1986

	Class I BA	Class II MA	Class III MA+15	Class IV MA+30	Class V MA+45	Class VI MA+60	Class VII Doctorate
1	22,715	24,581	25,918	27,045	28,277	29,508	30,794
2	23,867	25,732	26,964	28,196	29,428	30,660	31,945
3	25,021	26,884	28,117	29,349	30,581	31,813	33,098
4	26,173	28,037	29,271	30,502	31,734	32,965	34,251
5	27,325	29,191	30,422	31,655	32,885	34,118	35,403
6	28,478	30,342	31,575	32,807	34,037	35,271	36,556
7	29,630	31,495	32,729	33,961	35,192	36,424	37,708
8	30,782	32,647	33,880	35,111	36,344	37,576	38,860
9	31,937	33,800	35,034	36,264	37,497	38,728	40,012
10	33,089	34,955	36,186	37,415	38,650	39,881	41,164
11	34,242	36,106	37,336	38,571	39,802	41,034	42,319
12		37,259	38,490	39,723	40,953	42,186	43,471
13		38,412	39,642	40,875	42,108	43,341	44,624
14				42,029	43,260	44,494	45,777
*A						45,503	46,793
*B						46,503	47,790
*C						47,500	48,789

*Professional Growth Steps (See Provisions)

Maximum Entry is Step 7

Class Placement Requirements for Initial Placement and/or Class Changes.
Also See Provisions BP4142.1

Class I
- (a) Bachelor's Degree
- (b) Valid Teaching Credential

Class II
- (a) Master's Degree
- (b) Bachelor's Degree plus 45 approved semester units earned after award of the degree
- (c) Vocational Placement - Life Community College Vocational Credential plus one of the following:
  - (1) A.A. Degree or 65 approved semester units, plus six years approved work experience credit
  - (2) Bachelor's Degree plus three years approved work experience credit.

Class III
- (a) Master's Degree plus 15 approved semester units earned after award of degree.
- (b) Bachelor's Degree plus 49 approved semester units including Master's Degree.
- (c) Vocational Placement - Life Community College Vocational Credential plus one of the following:
  - (1) A.A. Degree plus 30 approved semester units, or 95 approved semester units; plus nine years approved work experience credit.
  - (2) Bachelor's Degree plus six years approved work experience credit.
  - (3) Completion of 15 approved semester units after initial placement on Class II.

Class IV
- (a) Master's Degree plus 30 approved semester units earned after award of the degree.
- (b) Bachelor's Degree plus 64 approved semester units including Master's Degree.
- (c) Vocational Placement - Life Community College Vocational Credential plus the following:
  - (1) Bachelor's Degree plus nine years approved work experience credit.
  - (2) Completion of 15 approved semester units after initial placement on Class III.

Class V
- (a) Master's Degree plus 45 approved semester units earned after award of the degree.
- (b) Bachelor's Degree plus 79 approved semester units including Master's degree.
- (c) Vocational Placement - Life Community College Vocational Credential plus one of the following:
  - (1) Bachelor's Degree plus 45 approved semester units, plus nine years approved work experience credit.
  - (2) Master's Degree plus nine years approved work experience credit.
  - (3) Completion of 15 approved semester units after initial placement on Class IV.

Class VI
- (a) Master's Degree plus 60 approved semester units earned after award of the degree.
- (b) Bachelor's Degree plus 94 approved semester units including Master's Degree.
- (c) Vocational Placement - Life Community College Vocational Credential plus the following:
  - (1) Master's Degree plus 15 approved semester units, plus nine years approved work experience credit.

    -OR-
  - (2) Completion of 15 approved semester units or nine years of approved work experience credit after placement on Class V.

Class VII
- (a) Doctorate Degree.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Provisions Governing the Salary Schedule

I. INITIAL PLACEMENT

A. Academic Placement

All certificated employees at the time of issuance of their first contract shall be placed in a class and step according to professional training and experience as established by the provisions of the schedule. All units taken after earned degrees must be related to the staff assignment to be approved. No changes in class placement shall be made after December 31st of the employee's first contract year except through the provisions for vocational placement and/or change of classification.

This provision includes new employees hired as administrators. When an administrator returns to teaching, counseling, or other non-administrative assignment, the academic placement at the time of first employment will determine placement on the basic schedule. Similarly, all vocational instructors will be assigned initial academic placement to which they will revert from vocational placement if they change assignments.

B. Vocational Placement

The intent of the provision for vocational placement is to recognize the value of work experience as an alternative to course work for instructors of occupational subjects. Vocational placement must be requested by the Vice

Chancellor-Academic Affairs, and the amount of experience to be credited must be certified by the Dean of Occupational Education as meeting requirements of the State Plan for Vocational Education, and as being directly related to the teaching assignment. Only one determination of the amount of work experience credit for placement will be allowed.

Only instructors holding Life Credentials in designated community college vocational subjects as defined in the State Plan for Vocational Education are eligible for vocational placement.

In order to be eligible for salary placement under vocational placement, an employee must be employed one-half (½) or more time in vocational education classes as defined in the State Plan for Vocational Education.

The instructor will revert to academic placement if the requirement of one-half (½) or more time in vocational teaching is not met.

No work experience occurring more than 15 years prior to the date of first contract employment will be allowed for credit.

Instructors may also be required to pass a performance test administered by the Division Dean prior to vocational placement.

C. Experience

1. Academic Placement

An employee entering contract status for the first time may be granted a maximum of six years credit on a year-for-year basis for full-time teaching experience. Credit shall not be given for a year's experience unless the employee has served 75% or more of the school days of that year on a full-time teaching assignment.

2. Vocational Placement

Effective 1986/87, the following provisions will be applicable to all vocationally placed faculty. Full-time work experience occurring within the last 15 years may be substituted for full-time teaching experience. The amount of experience to be credited must be certified by the Dean of Occupational Education as meeting requirements of the State Plan for Vocational Education, and as being directly related to the teaching assignment. Vocational placement shall be made at the highest class possible. Creditable years not used for class placement will be applied toward step placement on a one for one basis up to the maximum entry step allowable. Teaching experience shall not be combined with work experience. Employees returning to the college after an absence of not more than 39 months shall be placed on the schedule at the next highest step than that on which they served their last full year. Military service shall be considered for step placement only under the following considerations:

The service was in the Armed Forces of the United States, and

The service was actual interruption of teaching duty (entry into business or profession other than teaching before military service or after severance will prevent the possibility of crediting the service as an educational experience); and

If the service was not spent in an educational institution of higher learning, the effect of which would be preparation for a teaching credential.

The above regulations pertain to the new employee only. Employees on military leave are subject to Code regulations governing such leaves.

II. CHANGE OF CLASSIFICATION

A. Creditable Units

Credit accumulated after initial employment as a result of college level study may be used for transferring from one class to another across the salary schedule. Such credit must be from a college or university that has not only legal and regional accreditation standing but also transfer privileges of graduate or undergraduate work to other colleges or universities of accredited standing.

Except for Santa Ana College staff development courses, a unit of work for credit on this salary schedule earned after July 1, 1973 shall be approved by the appropriate Dean and Vice Chancellor prior to enrollment in the course. Such units will be determined to be directly related to the improvement of the instructional programs. Forms for permission to enroll may be obtained in the personnel office.

Supporting transcripts for placement beyond Class I must be submitted within 45 days to the effective date of the contract.

B. Work Experience

Credit equivalency for work experience may be earned by instructors through approved employment, subject to administrative approval. The appropriate Department Chair, where one is designated, will make initial review and approval prior to administrative review and approval. (See REGULATIONS, item 11.)

C. Regulations

Method and regulations governing such changes of salary class are as follows:

1. The Notice of Intent to Change Salary Class or Request for Vocational Placement shall be filed with the Personnel Office by June 15.
2. When an employee fails to qualify for reclassification, it will be necessary to refile a Notice of Intent the following year.
3. All work taken for change of salary class or vocational placement shall be completed by September 15 of the year in which the change becomes effective.
4. Except for Santa Ana College staff development courses, units for change of salary class completed after July 1, 1973 shall be approved by the appropriate Dean and Vice Chancellor prior to enrollment in the course. No more than nine lower division semester units may be used for each change of class. Of the nine units, no more than five may be for lower division courses other than Santa Ana College staff development courses. The amount of credit for correspondence courses, seminars, or any

other course work of less duration than a regular semester, quarter, or summer session will be subject to the recommendation of the appropriate Dean.

5. Permission to Enroll forms and all transcripts showing evidence of work taken toward change of salary class must be on file with the personnel office not later than October 15 of the year in which the change of salary class is to take place.

6. No more than six (6) creditable units per semester, or a total of twelve (12) creditable units per academic year, may be applied for a change of salary class. Units earned in summer session are excluded from this limitation. (See item 9).

7. When an earned doctorate is involved, the degree shall be recognized for salary credit when the institution granting the degree certifies that all requirements were met prior to October 15 of the year in which the change of salary class is to take place, and such certification is on file in the personnel office.

8. Changes of salary class shall be presented to the Board of Trustees not later than the second meeting in December.

9. The total number of creditable units having prior approval, earned during the summer session that may be applied toward a change in salary class, may not exceed the maximum number of units permitted by the university or college attended. If several institutions are

attended, the highest maximum number of units allowed by any one institution may be allowed for salary change.

10. A grade of C, or better, must be earned in all course work submitted for salary advancement.

11. Credit equivalency for work experience may be obtained on the basis of equating 54 hours of approved employment to one (1) semester unit of course credit. Such work experience credit must be combined with at least five (5) semester units of course credit to advance to a higher class.

III. PROFESSIONAL GROWTH

Professional growth steps may be awarded to faculty members. Eligibility for the steps will be determined by a committee composed of a Division Dean, the Vice President/Academic Affairs, the Chancellor/President, and a faculty member appointed by the faculty association president, and with the Director of Personnel serving as a non-voting chairman.

Step A - Member is eligible after three years on Class VI or Class VII at the maximum step.

Step B - Member is eligible three years after placement on Step A.

Step C - Member is eligible three years after placement on Step B.

In addition, the faculty member must present to the committee evidence of having met the following requirements since placement on the employee's current step.

1. Five (5) approved units, or equivalent, as determined by the committee. Prior approval of the program must be secured by the faculty member from the committee.

2. A continuing contribution to the total college or district program. For example, participation in student activity programs, community service, or work with the various advisory committees will fulfill the requirement.

IV. STANDARD CONDITIONS OF EMPLOYMENT

A. College Contract Instructors

The standard contract year is 177 days of service including two duty days on August 22, 1986, and January 20, 1987, as designated by the Instructional Calendar (see Appendix 7). All college contract instructors will be assigned four (4) hours per day for all assigned duty days worked beyond the approved 1986/87 instructional calendar of 175 days. Participation in committee assignments, course development, staff meetings, conferences and office hours is a part of the contractual responsibility. A normal extracurricular load is also a part of the contractual responsibility of all contract instructors. The standard work week is to average 40 hours. All contract instructors are expected to be on campus or on official college assignments a minimum of 30 hours per week. Five (5) office hours shall be posted and maintained in the faculty members' office in accordance with the needs and convenience of the students and community members. A daily scheduled assignment is required. Exception to a daily scheduled assignment may be secured by faculty upon recommendation and consent of the Dean and appropriate Vice Chancellor. Normal teaching load for full-time faculty shall be 30 teaching units per school year.

Classes are normally equated in terms of one teaching unit equaling one lecture hour. Laboratory units will be assigned on a .7 ratio or less with lecture hours, depending on such factors as a student load, complexity of teaching assignment, and the number of course preparations. With the consent of the instructor, variations in the normal teaching load may occur to provide for research and innovation. All foreign language classes meeting for five hours per week will be considered 25% of a full contract load. In other words, four such classes will be considered as equivalent to 15 teaching units during any semester. Any assignment for less than 15 teaching units during the fall semester will be considered less than a full contract load. Each assigned teaching unit in excess of 15 in the fall semester will be compensated at the approved beyond contract rate. When extra pay has been received for the fall semester, and the spring semester assigned load is less than 15 teaching units, a repayment of the extra pay amount will be made through salary deduction at a rate determined by a total contract load of 30 teaching units for the year. Each assigned teaching unit in excess of 15 in the spring semester will be compensated at the approved contract rate. During the semester that a new course is offered for the first time, the Vice Chancellor/Academic Affairs may authorize an adjustment of the teaching load by an amount not to exceed fifty (50) percent of the normal lecture hour equivalent. For assignments in work experience and independent studies the load credits may be adjusted on

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the basis of student contact hours.

Credit shall be given for student activities only when they involve regular, consistent, and unusual amounts of time; i.e. band, play productions, athletics, etc. It should be assumed that committee activities and club sponsorship fall within the normal functions of an instructor's responsibility.

B. College Counselors, Coordinators, Librarians, and Health Services Contract Staff

The standard contract year is 177 days of service as designated by the instructional calendar (Appendix 7) or a July 1 - June 30 calendar year as mutually agreed between employee and supervisor. Days assigned beyond the 175 days of instruction will be assigned in accordance with the defined work week for counselors, coordinators, librarians, and Health Services Contract staff.

The standard work week for counselors and coordinators is to average forty (40) hours with 35 assigned time and five hours "on site". For classroom assignments which are taught as part of contract, ample preparation time consistent with district policy will be provided.

For Librarians, the standard work week is to average forty (40) hours with 35 assigned time and five hours "on site".

For Health Services Staff, the standard work week is to average forty (40) hours on campus. The required time on campus for employees with split assignments (teaching and other duties) shall be computed on the basis of 3/4 for that portion of their assignment which is classroom teaching.

Nursing instructors in the L.V.N. and A.D.N. programs are not considered Health Services staff within the meaning of this section.

C. Flexible Calendar

1. Instructional Faculty - Contract/Non-Contract

The Instructional Calendar includes 175 days of instruction. A total of 18 days are designated as possible staff development days for instructors (see Appendix 7). Instructors are required to submit a written plan to the appropriate administrator designating 13 days that may be utilized as staff development days. Procedures and timelines for plan submission will be prepared in consultation with faculty and distributed by the district.

The appropriate administrator shall review and sign each staff development plan, if each plan is in accordance with Title V regulations and district policies. In a situation where the proposed plan is not approved by the appropriate administrator, a faculty member may, within ten days, appeal the decision in writing to the respective Vice Chancellor.

Notwithstanding the right of the district not to release instructors from teaching or other assigned responsibilities if it is deemed in the best interest of the district, the Vice President will approve the plan if it is in accordance with Title V regulations, district policies, and district needs. The decision of the Vice

President is final.

The approved plan is a legally binding contract.

Failure to submit a plan on time, or failure to complete part or all of the plan, will result in a proportionate reduction in compensation.

Development plans submitted by contract instructors shall constitute contractual obligations as outlined in the unit contract. Specifically, instructors shall have a 30 hour scheduled commitment per week. Plans for non-contract instructors shall constitute 1.5 hours times the weekly contact hours. For non-contract instructors, staff development activities will be scheduled and organized by administration and attendance of such activities is a required contractual obligation. A pro-rated number of staff development days will be computed for instructors on reduced contract, partial contract, and sabbatical leave assignment.

2. Counselors, Coordinators, Librarians, Health Service Staff, Special Services Staff, and other categories not considered as traditional instructional staff - contract staff.

The above staff may submit a staff development plan that may include up to 13 days. The days are flexible within the instructional calendar year. Following consultation with staff, the district shall distribute policies and procedures for implementing the appropriate plan(s). The appropriate administrator shall review and sign plans that are in accordance with district policies. In a situation where the proposed plan is not approved, the staff member may, within ten days, appeal the decision in writing to the appropriate Vice Chancellor. The decision of the Vice Chancellor is final. The district reserves the right not to release staff if it is deemed in the best interest of the district.

The approved plan is a legally binding contract. Failure to complete part or all of the plan will result in a proportionate reduction in compensation.

Development plans submitted by staff shall constitute contractual obligations as follows:

Counselors, Special Service Staff, Coordinators, Librarians - a 35 hour scheduled weekly commitment.

Health Service Staff - a 40 hour scheduled weekly commitment.

3. Continuance of the Flexible Calendar

The Board of Trustees retains the right to determine, after consultation with faculty and staff, as to whether to continue the flexible calendar format for subsequent academic years.

D. Extended Contract

Non-teaching assignments requiring work beyond the normal working period for teachers shall be compensated for the added days at the rate of 1/200 of the individual annual rate. Service under this provision shall be considered as an extension of annual contract for retirement pay purposes.

The annual contract salary including extension may not exceed basic schedule amount plus 20% except as authorized by the Chancellor/President.

Certificated personnel employed in non-teaching positions which are fully funded through federal or state special project funds may also be issued extended contracts under the provisions of this section.

E. Beyond Contract and Part-Time - College

Extra pay assignment beyond the regular teaching load during the fall and spring semesters shall be paid at the rate of $468.00 per LHE with laboratory, librarian, health service nursing and counseling hours computed as equivalent to .7 of a lecture hour and other non-teaching assignments computed as equivalent to .5 of a lecture hour. The LHE rate shall also apply to all part-time instructors teaching college credit classes.

Regular full-time college instructors employed beyond contract to teach continuing education classes shall be paid at the same hourly rate as continuing education hourly instructors.

A beyond contract assignment for college instructors will be limited to one class per semester, and assignments for part-time instructors will be limited to two classes or 8 hours per week, unless exceptions are authorized by the Chancellor/President.

Office hours approximating one hour per week for a four LHE assignment will be maintained.

Contract 1 and Contract 2 College Instructors employed on a partial contract basis shall be paid according to the number of lecture hour equivalents divided by 36. No contract will be issued for less than nine (9) LHE. Regular college instructors employed on a partial basis shall be paid on a pro-rata rate.

F. Multiple Site Assignments

The District will attempt not to assign a faculty member to more than one instructional site during day hours of instruction. Faculty members will be consulted prior to such assignments being confirmed.

G. Summer Session - College (See Appendix 3)

All certificated employees who were employed on contract during the preceding academic year and are continuing on contract for the ensuing academic year shall be paid on the basis of 1/40 of the appropriate step among the first five (5) steps of the basic salary schedule in effect as of June 1 for each lecture hour equivalent. Hours for laboratory, librarian, health service nursing, counseling and any non-teaching assignments will be computed as equivalent to .7 of a lecture hour and require 26 hours of service per LHE. A maximum assignment of 1 1/8 LHE per week will be allowed for all instructors. Office hours approximating three hours per week for a 1 1/8 LHE weekly assignment will be maintained.

All other summer session pay will be at the LHE Part-time rate as of June 1 with laboratory, librarian, health services nursing, counseling and other non-teaching hours computed as equivalent to .7 of a lecture hour.

H. Substitutes and Special Lecturers - College

Substitutes shall be paid at an hourly rate equivalent to 1/18 of the Beyond Contract LHE rate. The hourly rate for other non-teaching substitutes shall be ½ the substitute lecture rate. Special lecturers shall be paid at the same rate as instructional associates on the classified schedule. Office hours of approximately three hours per week for a 30 hour weekly assignment will be maintained.

I. Released Time and Stipends for Extra Service Assignments

The Vice Chancellor shall compute, according to established criteria, the annual released time and stipend recommendations for extra service assignments. Such stipends and released time shall be subject to the approval of the Board of Trustees upon the recommendation of the Chancellor/President.

J. Travel Allowance

All schedules include travel allowance, except for specific cases, as provided for in the Policy re: Authorizations for Mileage Reimbursement adopted by the Board of Trustees and currently in effect. Wherever travel allowances are approved, the rate paid for mileage shall be at the rate established by the Board of Trustees.

K. Physicians and Psychiatrists

The hourly rate for medical doctors in Student Health Services shall be 1/500 of the Basic Salary Schedule, Class II, Step 1, annual rate.

APPENDIX 2

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

1987 SUMMER SCHOOL SALARY SCHEDULES

COLLEGE CREDIT

SCHEDULE A

	Class I BA	Class II MA	Class III MA+15	Class IV MA+30	Class V MA+45	Class VI MA+60	Class VII Doctorate
1	567.88	614.53	647.95	676.13	706.93	737.70	769.85
2	596.68	643.30	674.10	704.90	735.70	766.50	798.63
3	625.53	672.10	702.93	733.73	764.53	795.33	827.45
4	654.33	700.93	731.78	762.55	793.35	824.13	856.28
5	683.13	729.78	760.55	791.38	822.13	852.95	885.08

Placement according to Class and Step as of Spring 1987.
Dollar amount per LHE.

SCHEDULE B

$468.00 per Lecture Hour Equivalent (LHE).

1 Hour for Laboratory, Librarian, Health Services Nursing, Counseling or other Non-Teaching = .7 Lecture Hour.

$26.00 per Lecture Hour.

$18.20 per Laboratory, Librarian, Health Services Nursing, Counseling or other Non-Teaching Hour.

Schedule A - applies to certificated employees who were under contract in 1986/1987 and are continuing on contract in 1987/1988.

Schedule B - applies to all other certificated employees effective Summer School 1987.

MEDICAL/DENTAL INSURANCE BENEFITS - COLLEGE FACULTY

Eligibility

Employees serving under a contract of 50% or more of a full-time equivalent are eligible for benefits as described below.

Full-time employees who voluntarily reduce their load assignments below 100% will retain their eligibility for the same benefits as a full-time employee.

Benefits

A. Medical/Dental Insurance

The District will pay toward the insurance premium for each eligible employee for fiscal year 1985/86 the base figure of $3,090 plus an amount not to exceed 10% of the base figure for a total of $3,399. The portion of the premium paid by the District will be referred to as the District's actual cost. The base figure for each succeeding year will be the District's actual cost for the immediate preceding year plus an amount not to exceed 10%.

For 1986/87, the base figure is $3,117.

Coverage for dependents is available through authorized payroll deductions. The percent of increase in total cost for dependents may not exceed the percent of increase in total insurance premium costs.

B. Life Insurance

Effective October 1, 1986, the District will provide life insurance of at least $25,000 for each eligible employee.

C. Other

The District will contribute up to $1,000 per year to eligible employees serving under a contract of 80% or more.

The contribution of up to $1,000 per year will be prorated for those eligible employees serving under a contract of 50% to 79% based on the percentage equivalent to the employee's contract percentage.

Retired Staff

For all contract employees retiring on or after July 1, 1974 with fifteen (15) or more years of service to the District (service prior to July 1, 1971 in the Santa Ana Unified School District included) the District will pay toward the retiree's insurance premium for fiscal year 1985-86 the base figure of $3,090 plus an amount not to exceed 10% of the base figure for a total of $3,399. The portion of the premium paid by the District will be referred to as the District's actual cost. The base figure for each succeeding year will be the District's actual cost for the immediate preceding year plus an amount not to exceed 10%. For 1986/87, the base figure is $3,117. For employees whose first paid date of contract services is on or after May 31, 1986 who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the District will pay its portion of the insurance premium until the retiree reaches age 70, after which such retirees may continue coverage at their own expense.

Retirees will receive the same medical coverage as current employees until reaching age 65 at which time coverage will be provided under a supplementary policy.

Employees retiring on or after July 1, 1975 with less than 15 but with 10 or more years of service to the District may participate in medical/dental benefits by paying their own premiums.

Surviving dependents may continue coverage at their own expense.

LEAVES

4.1 Bereavement Leave

A. Faculty members may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) regularly assigned working days, five (5) regularly assigned working days if out-of-state travel is required or exceeds one (1) way, four hundred (400) land miles, from Santa Ana, per occurrence on account of death of any member of the member's immediate family.

B. "Member of the immediate family," as used herein means the mother, father, grandmother, grandfather, or grandchild of the member or the member's spouse, and, the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the member.

4.2 Judicial Leave

A. When called for jury duty or as a witness in the manner provided by law, except when called as a witness adverse to the District or as a party in an action against the District, faculty members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.

B. Request for jury duty or witness leave should be made by presenting as soon as possible the official court summons to the faculty member's immediate supervisor and to the District payroll office through regular administrative channels.

C. Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the member.

D. A faculty member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he be discriminated against in any way for not seeking such exemption.

E. Employees are required to return to work during any day in which jury services are not required.

F. The District may require verification of jury duty or witness time prior to, or subsequent to, providing compensation.

4.3 Personal Necessity Leave

A. A faculty member may be granted a maximum six (6) days' leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave. An Employee Absence Card must be filed.

B. Personal Necessity leave specifically does not include any recreational use nor any use related to present or prospective employment. Necessity leave must meet one of the following qualifications, 1) or 2):

1) (2 days maximum) Leave request is on matters of compelling personal importance which cannot be accomplished other than during the employee's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work

schedule.

2) Leave request is caused by serious illness or death of a member of the immediate family; an accident involving his person or property, or, the person or property of a member of his immediate family; or appearance in court as a litigant or a witness under official order except as a witness adverse to the District or as a litigant in an action adverse to the District.

C. Personal Necessity Leave must be requested at least five (5) days in advance and approved by the appropriate administrator, who also reserves the right to verify such request by any appropriate means. The requirement for five days notification and approval shall not be mandatory in the case of death or serious illness of a member of the employee's immediate family, or an accident involving his person or property, or the person or property of a member of the employee's immediate family.

D. "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or grandchild of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the employee, or any relative living in the immediate household of the employee.

4.4 Professional Conference Leave/In-Service Training

Upon filing a conference request form, the Chancellor/President or his designee may grant to a faculty member leave with pay (unless otherwise stipulated prior to attendance) for professional conference of in-service training which will improve District operations or the ability of the faculty member to more effectively perform his/her duties.

4.5 Industrial Accident or Illness Leave

A. Faculty members employed by the District under contract shall receive sixty (60) days' leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District, and, the accident or illness is reported to the State Compensation Insurance Fund in accordance with their regulations, and, the State Compensation Insurance Fund accepts responsibility for the treatment of the employee.

B. Industrial accident or illness leave shall commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. when an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining for the same illness or injury at the end of the fiscal year in which the injury or illness occurred.

C. Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

D. The industrial accident or illness leave of absence shall be used in lieu of entitlement acquired under Section 87786 of the State "Education Code." When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, he shall be entitled to use only so much of his accumulated or available sick leave, accumulated compensating time, vacation, or other available leave, which, when added to the worker's compensation award, to provide for a full day's wage or salary.

E. Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the employee.

F. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the District shall reduce the gross salary warrant due the employee by the same amount as the amount of any worker's compensation check received by the faculty member. The District shall issue the employee appropriate warrants for any payment of wages or salary due over and above the worker's compensation benefit check and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

G. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment to duty shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.

4.6 Sick Leave

A. Faculty members employed on a full-time basis shall be entitled to one (1) day's leave of absence for illness or injury with full pay for each month of service under contract. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year (July 1) to full-time employees. Fractional assignment shall receive proportionate leave entitlement.

B. Faculty members employed on a full-time basis for less than a full fiscal year are entitled to that proportion of ten (10) days' leave of absence for illness or injury as the number of months he/she is employed bears to ten (10).

C. Faculty members employed less than full-time shall be entitled for a fiscal year of service, to that proportion of ten (10) days' leave of absence for illness or injury as the number of hours they are employed per week bears to a full-time assignment. when such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

D. Part-time faculty members employed on an LHE basis shall earn leave of absence for illness or injury at the rate of one hour per semester for each LHE per semester.

E. Pay for any day of such absence shall be the same as the pay which would have been received had the employee been on a paid status during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year.

F. If the faculty member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

G. All sick leave absence shall be reported on the Employee Absence Card to the immediate supervisor. District reserves the right to require medical verification for illness for any absence.

H. Faculty members must be in active employment or on paid leave to earn or use sick leave. Faculty members on extended illness leave are eligible to earn or use sick leave. sick leave may be applied only on those days when the faculty member is required to report for duty but cannot do so because of illness or injury. Faculty members who become ill or are injured but are not required to report, such as those on leave or vacation, may not use sick leave credits.

I. Where a faculty member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of ten (10) days' leave as the number of months in the fiscal year he/she was employed bears to ten (10).

J. Sick leave entitlement shall be reduced by one (1) day for each month an employee is on personal leave without pay. Entitlement shall be granted for all other leaves.

4.7 Extended Sick Leave

A. A contract and regular faculty member whose sick leave, including current and accrued, has been exhausted and that total of such sick leave used in a given fiscal year is less than one hundred (100) work days, shall be compensated at fifty percent (50%) of his/her daily rate for the balance of one hundred (100) days.

B. A faculty member may be required to present a doctor's statement stating the nature of the illness or injury to qualify for these benefits.

C. Prior to returning to work, a faculty member shall be required to present a doctor's statement stating the nature of the illness or injury and the date the employee is able to return to work.

4.8 Quarantine Leave

Contract and regular faculty members shall receive salaries in full for a period not to exceed thirty (30) days when quarantined by city or county health officers because of another's illness. Such quarantine must be verified by a physician or health officer.

4.9 Excused Absence With Pay

Administrators are authorized to excuse a contract/regular faculty member for an occasional absence up to a maximum of four (4) hours per semester for a change in assignment, or, for personal business of such a nature that it requires the presence of the member during his/her working day, and, such absence(s) is determined, in the sole discretion of management, in the best interests of the District. Hours are not cumulative from semester to semester.

4.10 Personal Leave Without Pay

Any contract or regular faculty member is eligible to apply for a personal leave. Leaves may be granted for advanced professional training, travel, and maternity. No leave will be for less than one (1) semester, nor for more than one (1) year. Except in cases of emergency, the application for personal leave must be approved by the appropriate division dean and appropriate vice president and submitted to the Personnel Office for clearance at least ten (10) weeks prior to the start of the semester involved.

4.11 Personal Absence Without Pay

A request for personal absence without pay shall be filed through channels with the Personnel Director and shall be recommended by the respective Vice Chancellor and shall require the approval, for up to five (5) days by the Chancellor/President, and for six

(6) or more days by the Board of Trustees. The personnel office shall notify the requestor of the action taken upon request. Request must be received in ample time for all necessary action to be taken. An Employee Absence Card must be filed.

4.12 Sabbatical Leave

A. Purpose of Leave

Sabbatical leaves may be awarded to qualified regular members of the faculty for intellectual refreshment, normally to be obtained by study, research, travel, work experience, or other creative activity as delineated below:

1. Academic Study Leave: An academic study leave is one during which the teacher pursues a program of a minimum of eight (8) units each semester or the equivalent in an accredited institution of higher education.
2. Independent Research Leave: An independent research leave is one which must be related to the present or prospective service. The program must be at least equivalent in effort and content to the required units as pursued above. A complete plan for such study must be approved and filed with the original application for leave.
3. Travel Leave: A travel leave is one during which the employee shall remain in travel status three and one-half (3½) months for each semester of leave granted.
4. Professional Growth: Any structured experience which would cause professional growth in the employee's specialty or techniques of teaching.

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5. Combination of Above: Types of sabbatical leaves may be combined.

One(1) calendar month of travel is considered as equivalent to two (2) semester units when in combination.

The sabbatical leave of absence shall have the ultimate objective of enhancing a faculty member's service to the Rancho Santiago Community College District and increasing its distinction. The sabbatical leave of absence is not an earned right, but is a privilege which may be granted by the Board of Trustees. It is expected, therefore, that applications shall be accompanied by a statement of a program which the applicant proposes to follow while on leave; that, on return to regular duty, he/she shall submit a report on the results of the leave as a record of faculty growth and for retention in the College files (Educ. Code 87767).

B. Service Eligibility

An applicant for sabbatical must have rendered service in a position requiring certification qualifications in the Rancho Santiago Community College District for at least six (6) consecutive years immediately preceding the sabbatical leave. A leave of absence, except a sabbatical leave, does not count as a break in continuity of service for purposes of sabbatical leave consideration. However, any such absence shall not be included as service except as stated in Section

87760, Education Code.

C. Length of Leave and Compensation

For purpose of sabbatical leave, all certificated employees shall be considered ten (10) month employees, eligible for a semester leave (5 calendar months) or a maximum of a school year leave (10 calendar months) at seventy-five percent (75%) contract salary.

D. Number on Leave

The maximum number of sabbatical leaves granted in any one (1) year may be up to four percent (4%) of the full-time certificated employees. Exceptions shall be at the discretion of the District.

E. Application for Leave

Applications for a sabbatical leave must be filed with the Chancellor/President or his designate by March 1 for the following school year in conformance with the District-approved application form. The Sabbatical Leave Committee will screen applications and make suitable recommendations to the Chancellor. Should any application be denied for lack of a suitable plan, the applicant will be given an opportunity applicant will be given an opportunity to improve his plan and resubmit his application within a period of two (2) weeks from the date of notification that his plan is not acceptable.

F. Report on Sabbatical

Each employee returning from sabbatical leave must file with the sabbatical leave committee chairman a written report on the District-approved form no later than thirty (30) days after commencement of the semester following such leave. The purpose of the report to the committee is to demonstrate compliance with the approved sabbatical leave proposal and contract. The chairman of the sabbatical leave committee shall then submit the report to the sabbatical leave committee for its consideration, and within a thirty (30) day period the committee shall by a majority vote indicate approval or disapproval. Reports, accompanied by committee recommendations, shall be presented to the Board of Trustees at a subsequent meeting. Employees are expected to be present to supplement the written report.

If action by the Board of Trustees does not indicate full compliance with the established terms and purposes of the approved sabbatical leave proposal, the Board may deem such leave to have been wholly or in part a leave of absence without pay and require said employee and/or bonding company to make financial restitution, in whole or part, to the District within ten (10) months. In no event shall the employee be assessed more than the amount of pay received during the sabbatical period.

An employee taking a sabbatical leave solely or partially for academic study shall, within (30) days after commencement of the semester following such leave, provide the college with an official transcript of work.

If, in the course of the sabbatical leave, the committee determines that the employee is not carrying out the leave proposal in good faith, the employee will be contacted and granted ten (10) days to respond to the evidence. If the committee deems the response unsatisfactory, it shall recommend to the Board of Trustees termination of the sabbatical leave. The Board may immediately terminate the sabbatical leave and (1) order the employee back to a regular district assignment or (2) designate the remainder of the sabbatical leave a leave of absence without pay.

G. Return to Service

At the expiration of the leave of absence of the employee, he/she shall, unless otherwise agreed, be reinstated in the position held by him/her or in an equivalent position to that held at the time of the granting of the leave of absence.

H. Salary Increase

Sabbatical leave shall count toward retirement and be considered as regular service to the District for purposes of advancement on the salary schedule. Employees on sabbatical leave shall be permitted to accept full-time positions for pay only when such position provides an opportunity to upgrade knowledge or abilities in a manner not immediately available otherwise. The District shall adjust compensation for sabbatical leave downward such that the total compensation shall not exceed the amount the employee could earn on campus with a full teaching load, plus six (6) hours' overload. This does not apply to scholarships, fellowships, and other such grants

I. Method of Payment

The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District, upon the furnishing by the employee of a suitable bond indemnifying the Board of Trustees against loss in the event that the employee fails to render at least two years' service in the employ of the District following the return of the employee from the leave of absence. The bond shall be exonerated in event the failure of the employee to return and render two years' service is caused by the death or mental disability of the employee. The the Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render at least two years' service therein following his return from the leave, the Board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

J. Accident or Illness

Interruption of the program caused by serious illness or accident during a sabbatical leave, evidence of which is satisfactory to the District, shall not prejudice an employee regarding the fulfillment of the conditions on which leave was granted nor affect the amount of compensation to be paid such employee under the terms of such sabbatical leave. However, the Chancellor/President, or his designate, must be notified within thirty (30) days of such accident or illness.

APPENDIX 5

EVALUATION PROCEDURES

FACULTY ASSOCIATION
OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

1986 - 1987

RECOMMENDED EVALUATION TIMETABLE 1986-1987

The dates and timelines for the various procedures described in this manual are recommendations. Unless there are extenuating circumstances, most procedures may normally be completed before the recommended deadlines. The timetable for the special evaluator may be found in the evaluation procedures.

CONTRACT and NONCONTRACT B INSTRUCTORS

(First Semester of contract employment only)

	FALL	SPRING
Distribution of evaluation packet	prior to Sept. 2	prior to Jan. 26
Course outlines to instructors	prior to Sept. 2	prior to Jan. 26
Course outlines and student overview to appropriate administrator	prior to Sept. 16	prior to Feb. 9
First classroom visitation	Sept. 8 - Oct. 19	prior to Mar. 1
First evaluation conference	Sept. 8 - Oct. 19	prior to Mar. 1
First evaluation to VPAA	prior to Nov. 4	prior to Mar. 1
Student evaluation	Oct. 20 - Nov. 2	prior to Mar. 1
Second visitation and conference	Oct. 27 - Dec. 5	prior to Apr. 17
Second evaluation to VPAA	prior to Dec. 17	prior to Apr. 24

CONTRACT and NONCONTRACT B INSTRUCTORS

(Applicable for second or third semester of contract employment only)

Distribution of evaluation packet	prior to Sept. 2	prior to Jan. 26
Course outlines to instructors	prior to Sept. 2	prior to Jan. 26
Course outlines and student overview to appropriate administrator	prior to Sept. 15	prior to Feb. 9
Classroom visitation	Sept. 8 - Oct. 18	prior to Mar. 1
Evaluation conference	Sept. 9 - Oct. 26	prior to Mar. 1
Student evaluation	Oct. 20 - Nov. 1	prior to Mar. 1
Evaluations to VPAA	prior to Dec. 17	prior to Mar. 1

REGULAR and NONCONTRACT B INSTRUCTORS

(See sections 6.2 and 6.4, semester optional)

Distribution of evaluation packet	prior to Aug. 25	prior to Jan. 19
Course outlines to instructors	prior to Aug. 25	prior to Jan. 19
Course outlines and student overview to appropriate administrator	prior to Sept. 15	prior to Feb. 9
Classroom visitation	Sept. 8 - Oct. 18	Feb. 2 - Mar. 14
Evaluation conference	Sept. 9 - Oct. 25	Feb. 3 - Mar. 22
Student evaluation	Oct. 20 - Nov. 1	Mar. 16 - Apr. 4
Evaluations to VPAA	prior to Dec. 10	prior to May 15

NONCONTRACT A INSTRUCTORS

(Required once first semester; once second year, semester optional; biennial thereafter)

Distribution of evaluation packet	prior to Sept. 2	prior to Jan. 26
Course outlines to instructors	prior to Sept. 2	prior to Jan. 26
Course outlines and student overview to appropriate administrator	prior to Dec. 1	prior to May 1
Student evaluation	prior to Dec. 1	prior to May 1
Evaluation to instructor	prior to Dec. 8	prior to May 8
Evaluations to VPAA	prior to Dec. 8	prior to May 8

EVALUATION POLICIES

AIM OF EVALUATION

1.0 AIM OF EVALUATION

The major aim of evaluation is the improvement of performance. Therefore, each policy and each procedure shall be conducted with this aim paramount. All results of official evaluation procedures, including date, discussions, and recommendations made by evaluators, shall be held in strict confidence by all district personnel involved in evaluating instructors or handling evaluation materials or records. The evaluation procedures apply to all classes taught by certificated staff for the RSCCD. Other provisions apply to all certificated staff as appropriate.

DEFINITIONS

2.0 DEFINITIONS - CERTIFICATED STAFF

The following terms are included in this manual for the purpose of interpreting evaluation policies and procedures only.

2.1 CONTRACT means an employee who is employed on the basis of contract. Contract I means the employee is serving a first year as a contract employee. Contract II means the employee is serving under a second consecutive contract. Both contract I and contract II employees are considered to be probationary employees. (Ed. Code Sections 87601, 87602, 87605, and 87608)

2.2 REGULAR means an employee who has been employed by the district for the third consecutive year. A regular employee is a permanent employee. (Ed. Code Sections 87608, 87609, and 87602)

2.3 SUBSTITUTE means an employee employed to fill a position of a regularly employed person absent from service. (Ed. Code Section 87478)

2.4 TEMPORARY means an employee, other than a substitute employee, employed for a specific assignment of not less than one semester or longer than a complete school year. (Educ. Code Section 87482)

2.5 NONCONTRACT means an employee serving on an hourly basis and having no written contract issued by the Board of Trustees.

2.5.1 NONCONTRACT "A" - employee with a schedule of 17 clock hours or less per week.

2.5.2 NONCONTRACT "B" - employee with a schedule of 18 clock hours or more per week.

RESPONSIBILITIES FOR EVALUATION

3.0 RESPONSIBILITIES FOR EVALUATION

3.1 SHARED RESPONSIBILITY FOR EFFECTIVE INSTRUCTION

Since effective instruction is a responsibility shared by administrators, students and instructors, instructors shall be evaluated for their performance, taking into consideration the conditions under which the instructor is functioning in a specific assignment.

3.2 RESPONSIBILITY FOR FORMAL EVALUATION

The evaluator shall be the appropriate administrator as well as others specified in the approved policies and procedures. The appropriate vice-president may assign another administrator as a second evaluator.

METHOD OF EVALUATION

4.0 INFORMING STAFF MEMBERS OF EVALUATION POLICIES

The Vice Chancellor/Academic Affairs or a representative shall transmit a copy of the evaluation policies, procedures, and forms, approved by the Board of Trustees, to:

4.1 Each new contract staff member, during the preschool orientation, on the first year of employment.

4.2 Each regular staff member and each currently employed contract staff member, who is reelected for the next academic year, not later than the first week of instruction.

4.3 Noncontract staff will be furnished an evaluation packet not later than the first week of instruction.

5.0 REVIEW OF COURSE OBJECTIVES, CONTENT AND METHODS

5.1 The appropriate administrator shall give to the instructor an approved course outline or syllabus for each course the instructor is assigned to teach within one week of the time the assignment is made, unless the instructor has taught the same course in the college and has previously received such a course outline, or unless there are extenuating circumstances.

5.2 The appropriate administrator shall request a copy of a course outline for each course the instructor is assigned to teach, modified as appropriate. Such outlines must meet the following criteria:

The objectives and content of the course are consistent with the catalog description.

Major topics, concepts, or skills and the approximate time for each are clearly specified.

Methods in conducting the course are indicated.

Methods and frequency of evaluating students in the course are stated.

5.3 The appropriate administrator shall request from the instructor a bibliography for each course the instructor is assigned to teach, if appropriate.

5.4 The appropriate administrator shall review these course related materials with contract, regular, and noncontract "B" instructors prior to classroom visits.

5.5 The appropriate administrator shall request a copy of the course overview which the instructor has prepared for distribution to students. The course overview will include (a) topical course content, (b) major objectives and assignments, and (c) grading methods.

6.0 FREQUENCY OF EVALUATION

6.1 Contract and noncontract B staff shall be evaluated at least twice during the first semester of employment and at least once during the second and third semesters of employment.

6.2 Regular instructors shall be evaluated at least once every two years of employment. (See also 8.1) The biennial evaluation shall always include the classroom visit, according to the policies, procedures and forms in this manual. (See also 6.52 and 7.3.) A classroom visitation is to be made at least every four years. (See also 9.0)

6.3 Noncontract "A" staff shall be evaluated by the appropriate administrator or a volunteer specialist from within the division the first semester or term of employment, at least once during the second year of employment, and biennially thereafter. Such evaluations shall be completed not later than three weeks prior to the end of the term. The evaluation shall be on the approved district form for noncontract "A" instructors. It shall be signed by the appropriate administrator and shall be transmitted to the Personnel Office by the appropriate Vice Chancellor.

6.4 Noncontract "B" staff shall be evaluated according to appropriate policies and procedures for contract staff their first two academic years and according to appropriate policies and procedures for regular staff thereafter.

6.5 All certificated staff

6.5.1 If the evaluation is not favorable and time permits, a second evaluation will be made by another evaluator the same semester or term.

6.5.2 Additional evaluations may be made at the request of the appropriate administrator, students, or the instructor.

7.0 CLASSROOM VISITS

7.1 The evaluator shall visit the classroom during the time period established for evaluation. The evaluator may consult with the instructor concerning time periods to avoid scheduling visits during activities such as testing, field trips, films, guest lecturers.

7.2 Visits shall be for not less than thirty (30) minutes of a class period.

7.3 Visits other than those delineated in the procedures for evaluation may be made by any administrative officer of the district.

7.4 Evaluators shall complete an evaluation form at or after each visit. For each criterion marked "needs improvement," the evaluator shall cite specific examples and make suggestions for improvement.

7.5 The instructor may respond in writing to comments and suggestions made on the evaluation form.

8.0 STUDENT EVALUATION OF INSTRUCTORS

8.1 The appropriate administrator or a designate will conduct the student evaluation in all classes of contract and noncontract "B" staff and regular instructors when the individual is scheduled for evaluation or more frequently at the discretion of the administrator or by request of the instructor. Student evaluations of noncontract "A" staff will be conducted during the first semester evaluation of the person and at least annually thereafter. The form and procedure approved by the district shall be used. The appropriate administrator attaches the other copy of the computer printout to the evaluation form when the latter is required.

8.2 Student narrative comments on the official form or card are typed to preserve anonymity and then given to the instructor. No additional copies are made.

8.3 Student evaluation cards should be retained by the division until end of the semester in which the evaluation is given.

8.4 For classes that are 18 hours or less, the approved optional evaluation form may be used in place of the standard evaluation card.

8.5 The Optional Evaluation Form is to be administered in the last class meeting by the instructor. The instructor has five working days in which to read the evaluations and deliver them to the appropriate administrator.

8.6 Optional Student Evaluation Forms should be retained by the Division until the end of the semester in which the evaluation is given.

9.0 COURSE OUTLINE REVISION - REGULAR INSTRUCTORS ONLY

As an alternative to classroom visitation of the regular instructor, the appropriate administrator may, after discussion with the regular instructor, select as a substitute, the instructor's revision of the outline of one course taught. Such revision will include unit objectives and a demonstration of the achievement of objectives reported in a manner approved by the immediate supervisor. Both the revised outline and the report of achievement shall be subject of a conference with the immediate supervisor.

10.0 SELF-EVALUATION

Instructors are encouraged to use the evaluation form for themselves and use any other methods of self-evaluation they choose.

11.0 CONFERENCES

11.1 Contract, regular, and noncontract "B"

11.1.1 The evaluator shall schedule a conference to be held with the instructor within five (5) working days after a visit and shall give the instructor a copy of the evaluation form at that conference.

11.1.2 The evaluator shall give to the instructor written suggestions for improvement in the areas marked "needs improvement" on the evaluation form.

11.1.3 After the evaluation conference, the instructor may respond in writing within five (5) days to comments and suggestions made on the evaluation form. The written response shall be attached to and become a part of the total evaluation. Such a written response must be submitted within five (5) days to become a part of the official evaluation.

11.2 Noncontract "A"

The noncontract "A" staff member or the evaluator may request a conference. The conference shall take place within five (5) working days after the request is received.

12.0 REPOSITORY OF RECORDS OF EVALUATION

The copy of the evaluation record shall be deposited in the Personnel File of the staff member. The original shall be retained by the person evaluated. OTHER COPIES SHALL NOT BE MADE.

IMPROVING INSTRUCTION

13.0 ASSISTANCE IN IMPROVING PERFORMANCE

13.1 The division dean shall make every reasonable effort to provide assistance for the instructor by carefully checking the factors relating to teaching effectiveness to be sure that an optimal environment for effective teaching exists for each instructor.

13.2 The division dean may recommend special assistance from the Instructional Services Office.

13.3 If deemed appropriate, the division dean may also recommend a second evaluator. The Vice Chancellor/Academic Affairs will designate the second evaluator.

14.0 INSTRUCTOR'S RESPONSIBILITIES RELATED TO IMPROVEMENT

The instructor shall make every reasonable effort to improve in the criteria indicated as "needs improvement."

DISAGREEMENTS ON EVALUATIONS

15.0 The approved district grievance process is utilized in the event of disagreements concerning evaluation.

EVALUATION OF OTHER STAFF RESPONSIBILITIES

16.0 COUNSELORS

16.1 RESPONSIBILITY

16.1.1 The evaluation of counseling and related classes is the ultimate responsibility of the Dean of Counseling under the Vice Chancellor/Student Affairs and Community Services. Such evaluation is to be done on the approved forms.

16.1.2 What is said of the Vice Chancellor/Academic Affairs in the above policies applies to the Vice Chancellor/Student Affairs and Community Services and what is said of the division dean applies to the Dean of Counseling.

16.1.3 Counselors assigned to classes in one of the instructional divisions will be evaluated in those classes by the division deans or by volunteer specialists from within the division during the first two consecutive semesters of their employment and biennially thereafter. Such evaluation shall be completed by the 15th week of the semester. The evaluation shall be signed by the division dean and shall be transmitted to the Personnel Office by the Vice Chancellor/Academic Affairs.

16.1.4 The evaluation of instruction in noncounseling classes shall follow procedures established in policies for contract or regular instructors.

16.1.5 Counselors assigned to off-campus locations shall be evaluated by the site administrator and the Dean of Counseling. The latter two shall prepare a joint evaluation report.

16.2 CALENDAR

16.2.1 Time sequence for evaluation of counselors is the same for instructors.

16.2.2 Evaluation of guidance classes by the designated administrators may begin the fourth clock hour of instruction or later.

16.3 STUDENT EVALUATION

Student evaluations are of two kinds: guidance classroom instruction and counseling services. During the evaluation period, instructors of guidance classes will be evaluated. Evaluation of short courses will take place the last class meeting. All other guidance classes will be evaluated during the last two weeks of the course. The counseling evaluation form will be mailed to a random sample of 100 students selected from appointments and walk-ins between the third and ninth week of each semester.

16.4 PROCEDURES

What is said of the Vice Chancellor/Academic Affairs in the above policies applies to the Vice Chancellor/Student Affairs and Community Services, and what is said of the division dean applies to the Dean of Counseling.

17.0 LIBRARIANS

17.1 RESPONSIBILITY

The evaluation of librarians is the responsibility of the Director of Library Services under the Dean of Instructional Services. Such evaluation is to be done on the approved forms. Librarians assigned to classes in one of the instructional divisions will be evaluated in those classes by the division dean and/or a volunteer specialist from within the division during the first two consecutive semesters of their employment and biennially thereafter. Such evaluations shall be completed by the 15th week of the semester. The evaluation shall be completed on the approved district form for noncontract instructors. It shall be signed by the division dean and shall be transmitted to the Personnel Office by the Vice Chancellor/Academic Affairs.

17.2 CALENDAR

Time sequence for evaluation of librarians is the same as for regular, contract, or noncontract "B" instructors, as applicable.

17.3 STUDENT EVALUATION OF REFERENCE LIBRARIANS

Student evaluation of reference librarians shall be conducted at the reference desk. Student evaluation will be conducted on the approved form for one week between the 10th and 15th weeks of each semester.

18.0 COORDINATORS

18.1 RESPONSIBILITY

The evaluation of coordinators is the responsibility of the appropriate administrator who directly supervises the coordinator. Such evaluation is to be done on the approved forms relative to teaching, counseling, or other appropriate assignments. It shall be signed by the appropriate administrator and shall be transmitted to the Personnel Office by the appropriate Vice Chancellor.

18.2 CALENDAR

Time sequence for evaluation of coordinators is the same as for regular, contract, or non-contract "B" instructors as applicable.

19.0 HEALTH SERVICES STAFF

19.1 RESPONSIBILITY

The evaluation of Health Services staff is the responsibility of the Dean of Students/Activities/Community Services. Such evaluation is to be done on the approved forms. it shall be transmitted to the Personnel Office by the Vice Chancellor, Student Affairs and Community Services.

19.2 CALENDAR

Time sequence for evaluation of Health Services Staff is the same as for regular, contract, or non-contract "B" instructors, as applicable.

20.0 SPLIT ASSIGNMENTS

20.1 Certificated staff members carrying split assignments under contract to the district shall be evaluated under contract evaluation procedures for the major assignment and under noncontract evaluation procedures for the minor assignment unless otherwise stated in these policies.

20.2 The Dean-Occupational Education shall transmit evaluations of work experience classes to the primary supervisor of the staff member. The work experience evaluation will be made a part of the full evaluation.

APPENDIX 6

BOARD POLICIES

3000	District General Policy Statement - Finance & Support Services
3716	Security of Property
4000	General Personnel Policy Statement
4100	General Certificated Policy Statement
4111	Recruitment and Selection
4111.1	Affirmative Action
4112.5	Continuing Contracts
4114.1	Health Examination
4115	Assignment and Transfer of Personnel
4116	Rights, Responsibilities and Duties
4116.21	Academic Freedom
4117	Evaluation
4118	Regular Status (Tenure)
4119.1	Retirement
4119.2	Resignation
4119.3	Retirement (Workload Reduction)
4133	Travel Expense Reimbursement
4135.2	Organizations' Right of Access
4135.4	Complaints
4138	Non-School Employment
4141	Salary Guides
4141.1	Salary Schedule - Santa Ana College Certificated
4141.2	Provisions - Basic Salary Schedule
4142	Salary Deductions
4142.1	Salary Payment
4144.1	Medical/Dental Insurance Benefits - College Faculty
4152.1	Sabbatical Leave
4152.3	Maternity Leave
4152.4	Military Leave
6000	District General Policy Statement - Instruction
6111	Calendar
6114	Emergencies
6130	Curriculum
6131	Instructional Divisions

BOARD POLICIES (Cont'd)

6133 . . . Curriculum Design

6140 . . . Instructional Arrangements

6141 . . . Class Size

6150 . . . Instructional Services

6151 . . . Equipment, Books, and Materials

6151.1 . . Textbooks

6152.1 . . Library Materials/Selection

6160 . . . Evaluation of the Instructional Program

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

1986-87 ACADEMIC CALENDAR

FALL, 1986

	M	T	W	H	F	S
AUG	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30
SEPT	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	1	2	3	4
OCT	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	1
NOV	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
DEC	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

FALL

Aug 18-21	Staff development
Aug 22	Duty day
Aug 25	Instruction begins
Sept 1	Labor Day - holiday
Nov 10	Veterans Day - holiday
Nov 27-29	Thanksgiving - holiday (begins 5:00 p.m. Nov 26)
Dec 15-20	Final exams

Instruction days - 81
Class sessions balanced at 15 each

SPRING

Jan 5-16	Staff development
Jan 19	Martin Luther King - holiday
Jan 21	Instruction begins
Feb 13-16	President's Day - holiday
Apr 13-18	Spring break
May 25	Memorial Day - holiday
May 18-23	Final exams
May 26-29	Staff development

Instruction day 81
Class sessions are either 15 or 16
except Monday - 14 sessions

162 Instruction days
13 Flex days
2 Duty days

SPRING, 1987

M	T	W	H	F	S	
			1	2	3	JAN
5	6	7	8	9	10	
12	13	14	15	16	17	
19	20	21	22	23	24	
26	27	28	29	30	31	
2	3	4	5	6	7	FEB
9	10	11	12	13	14	
16	17	18	19	20	21	
23	24	25	26	27	28	
2	3	4	5	6	7	MAR
9	10	11	12	13	14	
16	17	18	19	20	21	
23	24	25	26	27	28	
30	31	1	2	3	4	APR
6	7	8	9	10	11	
13	14	15	16	17	18	
20	21	22	23	24	25	
27	28	29	30	1	2	MAY
4	5	6	7	8	9	
11	12	13	14	15	16	
18	19	20	21	22	23	
25	26	27	28	29	30	
1	2	3	4	5	6	JUN
8	9	10	11	12	13	

□ Holiday
⬡ Proposed Duty Day
▽ Instruction Begins
○ Final Exams
◇ Staff Development Days

APPENDIX 7

EXHIBIT A

STIPULATED
UNIT RECOGNITION AGREEMENT

"COLLEGE FACULTY UNIT"

This Agreement is between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and the FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "ASSOCIATION."

It is hereby agreed between DISTRICT and ASSOCIATION that:

1. Pursuant to the Rodda Act (SB160) and rules and regulations of the Public Employment Relations Board, the Board of Trustees of DISTRICT recognizes ASSOCIATION as the sole and exclusive bargaining representative for a certificated unit of employees designated as the "COLLEGE FACULTY UNIT."

2. The COLLEGE FACULTY UNIT shall:

   a. INCLUDE

      All certificated employees assigned to duties at Rancho Santiago Community College or its off-campus centers.

   b. EXCLUDE

      1. All certificated employees assigned to the Continuing Education Division;

      2. All certificated employees paid on the Administrative Salary Schedule;

      3. All day-to-day substitutes;

      4. All other certificated employees lawfully designated as management, supervisory, or confidential.

DATED: ____________________

DISTRICT: ____

ASSOCIATION: ____

EXHIBIT B

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, California

STATEMENT OF GRIEVANCE FORM

Number____________________

EMPLOYEE NAME	UNIT	DEPARTMENT
DATE OF ALLEGED GRIEVANCE	DATE OF INFORMAL DISCUSSION - LEVEL I	DATE OF ORAL RESPONSE
DATE OF FILING OF THIS STATEMENT	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED.	

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION.

STATE FULL RELIEF, REMEDY, ACTION YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE.

LEVEL II

NEXT HIGHER SUPERVISOR/MANAGER OR DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:

DATE OF RECEIPT:
DATE OF RESPONSE:

GRIEVANCE RESOLVED:
GRIEVANCE DENIED:

LEVEL III

ADMINISTRATOR/MANAGEMENT OR DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:

DATE OF RECEIPT:
DATE OF RESPONSE:

GRIEVANCE RESOLVED:
GRIEVANCE DENIED:

LEVEL IV

DIRECTOR VICE PRESIDENT OR DESIGNEE RESPONSE TO ALLEGED GRIEVANCE:

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED:

GRIEVANCE DENIED:

LEVEL V

SUPERINTENDENT/PRESIDENT OR DESIGNEE RESPONSE TO ALLEGED GRIEVANCE:

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED:

GRIEVANCE DENIED:

WRITTEN NOTICE OF REQUEST FOR OPTIONAL FACT-FINDING PANEL MUST BE FURNISHED WITHIN FIVE (5) WORK DAYS TO THE PRESIDENT.

DATE OF EMPLOYEE NOTICE:

LEVEL VI

FACT-FINDING PANEL RESPONSE TO ALLEGED GRIEVANCE:

DATE OF HEARING:

DATE OF RESPONSE:

LEVEL VIIA

BOARD OF TRUSTEES WITH OPTIONAL FACT-FINDING PANEL RECOMMENDATION: THE FINAL AND BINDING DECISION OF THE BOARD IS:

DATE OF RECEIPT:

DATE OF BOARD MEETING:

DATE OF DECISION:

LEVEL VIIB (1)

BOARD OF TRUSTEES WITHOUT FACT-FINDING PANEL RECOMMENDATION: THE FINAL AND BINDING DECISION OF THE BOARD IS:

DATE OF RECEIPT:

DATE OF BOARD MEETING:

DATE OF DECISION:

NOTES:

1. ATTACH ALL RESPONSES TO THIS FORM AT ALL LEVELS.
2. MAINTAIN TWO (2) COPIES -- ONE FOR EMPLOYEE, ONE FOR DISTRICT.
3. TIME IS OF THE ESSENCE AT EVERY STEP.

Exhibit C

The following items are those to be mutually studied and/or dealt with during the year:

A. Develop a data base that can be used for future negotiations as a basis for salary comparability comparison.

B. Review Article 2 with agreement to:

   1. Drop policies where parties agree.
   2. Rewrite policies which are "mixed" where parties agree.
   3. Identify policies which the Association considers central to the relationship with the District. These will remain in Article 2 but will be considered for review in 1987/88.

C. Review the Bankers Life R65 Health Plan specifically and other relevant health provisions in the District health plans as related to the maximum medical coverage allowed for retired employees.

D. Review the effect of adding additional health plans, such as Kaiser, to the fringe benefit programs offered by the District.

E. Study the provisions governing Professional Growth Steps with the intent to clarify the requirements for step placement.

F. Study the possibility of incorporating the concept of Banking LHE for implementation not later than the 1987/88 Academic Year. (Pending clarification and agreement of parameters).

G. Study the definition of LHE and the ramification to definition and determination of Load for relevant segments of the staff.

H. Study the implications of providing support for retraining faculty to teach in areas other than the area in which they are currently assigned.

I. Review the development of procedures for voluntary and involuntary transfer within the District and between departments.

J. Review the issue of early retirement incentives.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

RIO HONDO COLLEGE FACULTY ASSOCIATION

AND

RIO HONDO COMMUNITY COLLEGE DISTRICT

1986 - 1989

AS APPROVED FEBRUARY 25, 1987

A02

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A04

ARTICLE 1: PREAMBLE

1. This Agreement shall be effective on the day following the date of signing by and between the RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," whose address is 3600 Workman Mill Road, Whittier, California, and the RIO HONDO COLLEGE FACULTY ASSOCIATION/CTA-NEA, hereinafter referred to as the "Association," whose address is 3600 Workman Mill Road, Whittier, California. Reference to "the parties" shall include both the District and the Association.

2. The following Agreement between the District and the Association is a culmination of the requirements of Government Code 3540, et seq., and, more specifically, to record in written form those matters relating to wages, hours of employment, and other terms and conditions of employment as provided in said Act in exchange for services.

A05

ARTICLE 2: RECOGNITION

1. The District recognizes the Association as the exclusive representative as certified by the Public Employment Relations Board per LA-R-111 on June 6, 1979, as follows:

   > All certificated personnel of the District who are regular full-time and part-time teachers, including those who also teach summer school, and all teachers who teach summer school only - excluding Management, Confidential, and supervisory employees as defined by the EERA.

2. Any modifications in the composition of the unit during the term of the Agreement shall be subject to the rules and regulations of the Public Employment Relations Board.

3. In lieu of the grievance procedure, any disputes concerning this Article shall be subject to rules and regulations of the Public Employment Relations Board.

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ARTICLE 3: SALARIES

Salary Schedule Increases, 1986-87, 1987-88, and 1988-89

1. The salary schedule for 1986-87 is contained in Appendix A.

2. The 1987-88 salary schedule, in comparison to the 1986-87 salary schedule, shall be increased by the same percentage increase in revenue per ADA above 1986-87 levels as the District receives, the components of which in 1986-87 were referred to as "COLA" by the State Legislature. Furthermore, said salary schedule percentage increase for 1987-88 shall be effective at the time that the COLA increase for 1987-88 becomes operative.

3. The 1988-89 salary schedule, in comparison to the 1987-88 salary schedule, shall be increased by the same percentage increase in revenue per ADA above 1987-88 levels as the District receives, the components of which in 1986-87 were referred to as "COLA" by the State Legislature. Furthermore, said salary schedule percentage increase for 1988-89 shall be effective at the time that the COLA increase for 1987-88 becomes operative.

Schedule Placement

Unit members shall be placed on the salary schedules provided in Appendix A and shall be eligible for column placement according to the criteria designated below:

COLUMN I

Academic Areas

Bachelor's degree plus thirty (30) acceptable graduate level units completed after receipt of the Bachelor's degree

Vocational Areas

Possession of a valid California Teaching Credential authorizing the teaching of the vocational subjects assigned

COLUMN II

Academic Areas

Bachelor's and Master's degree

Vocational Areas

Bachelor's degree and R. N. License,
or
Bachelor's degree and possession of a valid California Teaching Credential authorizing the teaching of the vocational subject assigned

COLUMN III

Academic Areas

Bachelor's degree plus sixty (60) acceptable graduate level units completed after receipt of the Bachelor's degree, including a master's degree

Vocational Areas

R. N. License and a Master's degree,
or
Bachelor's degree and possession of a valid full-time California Teaching Credential authorizing the teaching of the vocational subjects assigned plus eight (8) approved full-time weeks of paid trade experience earned after receipt of the Bachelor's degree

COLUMN IV

Academic Areas

Bachelor's degree plus eighty (80) acceptable graduate level units completed after receipt of the Bachelor's degree, including a Master's degree (twenty (20) units must have been completed within the last ten (10) years).

Vocational Areas

R. N. License and a Master's degree plus twenty (20) acceptable graduate level units completed after receipt of Master's degree
or
Bachelor's degree and twenty (20) acceptable graduate level units completed after receipt of the Bachelor's degree, and possession of a valid full-time California Teaching Credential authorizing the teaching of the vocational subjects assigned plus sixteen (16) approved full-time weeks of paid trade experience earned of which at least eight (8) such weeks are earned after completion of the twenty (20) graduate level units.

All credentials shall be valid for service in California.

Step Advancement

1. Full-time unit members are eligible to move up one step upon completion of an academic year consisting of full-time service until the maximum step shown in each column is reached. Effective September 1, 1981, full-time service shall be defined as 75% or more of days of service for the annual assignment. Unit members who are eligible for a step advancement shall receive said advancement effective September 1st of each fiscal year.

2. Part-time unit members are eligible to move up one step when one-half (1/2) of the unit member's accrued percentage of load for classes taught at Rio Hondo College in the spring and fall semesters exceeds 75% at the current step. These step advancements for eligible part-time unit members shall take effect in the fall or spring semester, whichever immediately follows the achievement of eligibility. Such advancements may continue until the maximum step shown for each column is reached.

3. Effective September 1, 1986, and by converting hours to load, part-time nurses and librarians shall receive step advancements in the same manner as those advancements received by instructional part-time unit members.

4. Effective September 1, 1986, hourly unit members shall receive step advancements on a 3 to 1 basis for related occupational experiences gained after employment by the District and upon written verification submitted by the unit members, provided said experience would have been credited for step placement upon initial employment in the District.

Column Advancement

1. Unit members who are eligible for a column movement for any fiscal year shall receive said column movement effective September 1st of said year for all work completed prior to said September 1st. Unit members eligible for column movement as of September 1st of any year shall have applicable transcripts/work verifications appropriate to meet the qualifications of the requested column filed with the District no later than June 15 of the prior fiscal year.

2. Unit members who are eligible for a column movement for any fiscal year shall receive such advancement effective September 1st of said year. Such unit members shall have applicable transcripts/work verifications appropriate to meet the qualifications of the requested column filed with the District prior to September 1st of said fiscal year.

3. Only official transcripts submitted to the District prior to the above date will be accepted as verification of eligibility for column advancement. If by September 1st of each fiscal year the unit member is unable to submit official transcripts, other official documents in the form of grade cards or letters from the college or university shall be submitted by said date. The District, however, shall not issue any warrants reflecting the column advancement until said official transcripts have been received, but in no case later than November 30th of each fiscal year. After submission of the official transcripts, the District shall issue a supplemental warrant to reflect the column advancement salary adjustment effective September 1st.

4. Graduate units shall be accepted for column advancement if they are earned in courses from an accredited institution which are in the unit member's major, minor, or current assignment. Graduate units are those units earned in courses identified on the transcript as being graduate level. "Major" and "minor" shall be defined as the subject or area designated as such on the face of any valid degree (Bachelor's and beyond) or on the face of any valid credential which qualifies the unit member to be employed by the District. A minor may also be defined as having twenty-four (24) semester units of course work in a subject matter area including twelve (12) at the upper division or graduate level.

5. Other units including non-graduate shall be accepted for column advancement with approval granted prior to unit members' taking the course(s), by a committee consisting of the following: the Vice President of Academic Affairs, the appropriate Dean of Instruction (i.e., academic or occupational), the Assistant Dean appropriate to the academic or occupational area, and three (3) unit members appointed by the Association. Non-graduate units may be earned through colleges, universities, or officially recognized professional organizations which offer continuing education units. Continuing medical education courses shall be accepted for column advancement on a fifteen (15) unit for one (1) unit basis. Other continuing education courses shall be accepted for column advancement, with the number of units to be determined by the committee.

6. With prior approval of the District, courses may be used for column advancement which are taken as part of a retraining program pursuant to Article 12: Reassignment Procedure, or which directly relate to previous teaching experience if such experience directly relates to courses currently offered by the District.

7. All references to units in this Article shall be semester units. Quarter units shall be converted in semester units by multiplying the quarter units by two-thirds (2/3).

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Salary Schedule Placement Procedures

Placement on the salary schedule may be determined either by academic or occupational background. Such placement shall include both column and step. If a new unit member qualifies for placement on both academic and occupational experience, the placement shall be made based on whichever results in higher placement.

Academic preparation, including all degrees, shall be from accredited institutions. Occupational experience shall be as defined on Form CL-1, Credentials Section, California Community Colleges.

New employees shall be notified in writing that it is the individual employee's responsibility to have transcripts, degrees, and written verification of experience sent to the District for appropriate salary schedule placement. Any objection to salary schedule placement by the District must be made prior to the beginning of the second semester of employment. Objections filed subsequently to said period shall be addressed in the ensuing academic year.

Those units which the granting institution designates in writing to be graduate units shall be accepted.

Unit members who are hired effective subsequent to the date of signing of this Agreement shall be given credit of one step for:

1. Each year of full-time experience, or equivalent, requiring a credential
2. Each year of full-time experience, or equivalent, which would have required a credential if performed at Rio Hondo Community College, even if such experience did not require a credential where performed
3. Each three years of full-time related occupational experience

Unit members may be placed no higher than Step 8 on the salary schedule. Exceptions to exceed the maximum placements above shall be at the discretion of the District.

Definitions of Unit Members

"Full-time employee"	- A unit member whose load is 50% or more
"Part-time employee" (instructional and non-instructional)	- A unit member whose load is less than 50%
"Hourly employee"	- A unit member whose work is assigned on a week-to-week basis.

Rates of Pay

A unit member designated "full-time" shall be paid on a pro rata basis in accordance with his/her appropriate placement on the salary schedules in Appendix A.

A unit member designated "part-time instructional" shall be paid in accordance with his/her appropriate placement on the salary schedule subject to the following formula:

Annual ten-month salary x .55 x .5 x
percent semester load = semester salary

Effective for 1988-89, said .55 factor shall be increased to .56.

A unit member designated "part-time non-instructional" shall be paid in accordance with his/her appropriate placement on the salary schedules in Appendix A subject to the following formula:

Annual ten-month salary ÷ hours
per year = hourly rate

A unit member designated "summer school instructor" shall be paid in accordance with his/her appropriate placement on the salary schedules in Appendix A subject to the following formula:

Annual ten-month salary x .55 x .5 x
percent summer school load = summer salary

Effective for 1988-89, said .55 factor shall be increased to .56.

Effective July 1, 1981, a unit member designated "hourly" shall be paid in accordance with his/her appropriate placement on the salary schedules in Appendix A subject to the formulas prescribed below for "Instructional Assignments" and "Non-Instructional Assignments."

A unit member designated "full-time," "part-time instructional," or "part-time non-instructional" who works an assignment in addition to his/her load shall be paid on an hourly basis in accordance with the following formulas:

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Instructional Assignments

Annual ten-month salary ÷ hours per year x .55 = semester hourly rate

Annual ten-month salary ÷ hours per year x .55 = summer hourly rate

Effective for 1988-89, said .55 shall be increased to .56.

Non-Instructional Assignments

Annual ten-month salary ÷ hours per year = semester & summer hourly rate

Hours Per Year

Hours per year shall be designated in accordance with the following:

	Hours/ Week		Weeks/ Year	Hours/ Year
Instructional Assignments (including but not limited to the following):				
All Lectures except Typing and Languages	15	x	35	525
Lecture - Language	16	x	35	560
Lecture - Typing	17	x	35	595
Lab - Art, Individual Typing, Word Processing, English Skill Center, Journalism, Math Skill Center, Music Activity, Radio and TV, Theatre Arts	20	x	35	700
Lab - Astronomy, Biology, Chemistry, Earth Science, Education, Engineering, Physical Sciences Physics, Psychology	21	x	35	735
Physical Education Activity	22	x	35	770

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	Hours/ Week		Weeks/ Year	Hours/ Year
Lab - Arch. Drafting, Auto, Business, Data Processing, Dental, Early Childhood, Electro-Mech. Drafting, Electronics, Engineering, Exceptional Students, Fashion Design, Fire Science, Industrial Tech., Language Skill Center, Library, Machine Tech., Nursing, Police Science, Quality Technology, Speech, Welding, Nursing Clinic	24	x	35	840
Non-Instructional Assignments (including but not limited to the following):				
Exceptional Students Coordinator	30	x	35	1,050
College Nurse, Supervisor (Evening, Weekend, or Off Campus) Counselor, Psychologist, Psychometrist, Librarian, Coordinator (Apprenticeship Program, and MACI)	40	x	35	1,400

Other Salary Related Matters

1. If academic attire for student graduation exercises is required by the District, the District shall provide such attire at no cost to the unit member.

2. If protective clothing (not uniforms) is necessary for the performance of the unit member's duties as determined by the District, the District shall provide such protective clothing at no expense to the unit member.

3. The unit member shall have access to assigned District parking lots at no expense to the unit member for such parking except for a gate key deposit, if required. The District shall furnish necessary parking decals and/or stickers. The District shall provide specifically identified parking areas for unit members who have State provided parking plaques or stickers for handicapped or disabled persons.

4. Unit members rendering services on a special contract on an hourly, semester, or annual basis shall be paid at rates consistent with provisions of this article. The District and an individual unit member may enter into a contract for projects for which services are rendered for an agreed-upon amount.

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5. Reimbursement shall be made to a unit member for loss, destruction, or damage by arson, burglary, or vandalism of personal property required for the performance of his/her duties in the District. Reimbursement not to exceed $250 shall be made only when prior approval is obtained on a District provided form for the use of the personal property before the property was brought on campus and when the value of the property was agreed upon between the unit member and District. No reimbursement shall be made for mysterious disappearance, accidental damage, or any other loss suffered because of the lack of the supervision of the personal property by the unit member. In the event of loss, destruction, or damage by arson, burglary, or vandalism of such personal property, the unit member shall file an Unusual Occurrence Report within the next work day of the occurrence.

6. Employees shall be required to submit a monthly time card. A pay warrant shall be released to a unit member whether or not he/she has submitted a time card; however, the District may withhold the subsequent warrant if any deductions must be made from it or if a time card was not submitted for the prior month.

ARTICLE 4: HEALTH AND WELFARE BENEFITS

1. For 1986-87 the District agrees to contribute up to $3,510 per eligible full-time (100%) unit member and pro rata for full-time (less than 100%) unit members for the following health and welfare benefits: a medical plan (Crown, Kaiser, and such other carriers as may be acceptable to the District), dental plan (Crown), and life insurance plan (Crown - $50,000 term).

2. For the period October 1, 1986, through March 31, 1987, the District shall provide up to $454.20 but not to exceed the actual cost to unit member for said period for each full-time unit member employed for said time period. Said amount shall be paid as reimbursement for employee contributions for health and welfare premiums made through payroll deductions, with any residue to be paid as a tax sheltered annuity.

3. For the 1987-88 school year, the District contribution level for 1986-87 health and welfare benefits, as provided for in Section 1, above, shall be increased to that dollar amount necessary to pay for the fee-for-service plan(s) premium amounts for the period 10/1/87-9/30/88. In no event shall said 1987-88 contribution be less than $3,510.00, except as provided for as a result of Section 6 below.

4. For the 1988-89 school year, the District contribution level for 1987-88 health and welfare benefits, as provided for in Sections 1 and 3, above, shall be increased to that dollar amount necessary to pay for the fee-for-service plan(s) premium amounts for the period 10/1/88-9/30/89. In no event shall said 1988-89 contribution be less than $3,510.00, except as provided for as a result of Section 6 below.

5. Upon the expiration of this Agreement, the District's sole obligation for fringe benefit contributions, as described herein, shall be to continue to pay not more than the dollar amount in effect for the period 10/1/88-9/30/89, or a lesser amount if the premiums go down.

6. Fringe benefit modifications during the term of this Agreement:

   a. For the duration of this Agreement, the Association and the District, at any time, may mutually agree to a change in broker, and/or carriers, and/or benefits, and/or to a change in the requirements for participation in the plans.

   b. Should the District and the Association agree to a change in fringe benefits resulting in a cost of less than $3,510.00 per year, and as long as the District contribution increase for 1987-88 or 1988-89 has not exceeded 15% in either year, the difference shall be distributed to the full-time unit members in some fringe benefit method, as mutually determined by the District and the Association.

7. The current Crown Life Health Insurance benefit coverage is described in Appendix H.

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8. Each eligible full-time (100%) unit member shall be required to enroll in one of the medical plans at a cost based on the super-composite rate of the carrier covering the unit members and dependents.

9. Each eligible full-time (100%) unit member shall be required to enroll in the dental plan at a cost based on the super-composite rate of the carrier covering the unit member and dependents.

10. Each eligible full-time (100%) unit member shall be required to enroll in the life insurance plan providing $50,000 of life insurance at a cost determined by the carrier covering the unit member only.

11. Unit members who are not full-time unit members shall not be eligible for health and welfare benefits as specified above.

12. Eligible unit members hired on the first day of the month shall be covered as of the first day of employment. Eligible full-time unit members who are employed subsequent to the first day of the month shall have health and welfare benefit coverage on the first day of the month following the effective date of their employment. Eligible full-time unit members who complete the school year shall receive coverage under health and welfare benefit plans effective through the last day of September, subject to the approval of the carrier. Eligible full-time unit members who terminate their employment prior to the end of the school year shall be covered by health and welfare benefits through the last day of the month in which the benefits have been paid.

13. All full-time unit members who retire and their dependents are eligible to continue enrollment in the current hospital-medical plan of the District with the following provisions:

    a) The unit member and dependents are enrolled in the plan at the time the unit member terminated employment with the District on an STRS basis.

    b) The unit member has retired from District employment in accordance with the rules and regulations then in effect with the retirement system of which he/she is a member.

    c) The unit member is 55 years of age or older and has rendered a minimum of ten (10) consecutive years of service to the District.

    d) These benefits are available only in the event that such coverage is not being offered early retirees during other employment.

    e) The plan is acceptable to a carrier.

f) For unit members retiring prior to July 1, 1984, the District will provide fully-paid hospital-medical insurance premiums for the unit member and his/her dependents until the employee reaches age 65. For unit members retiring after July 1, 1984, the District shall contribute the amount provided for in Section 1.1 above. Upon attaining age 65, supplemental insurance coverage to Federal Medicare will be fully paid by the District for retirees and their dependents who are enrolled in Parts A and B of Medicare. Dependents under age 65 will remain on the District Plan (Dependent as used herein is that which is defined in the carrier's policy.)

g) Each retiree over age 65 shall be annually offered in writing the opportunity of electing medical coverage other than the District plan of supplemental coverage to Medicare. Should the retiree elect such other coverage, the retiree assumes responsibility for identifying the selected plan. The cost of such coverage shall be paid by the District upon presentation of an invoice. Such cost shall not exceed $1,000 per year for retiree only coverage or $1,500 per year for retiree and eligible dependent. Once this election is made the retiree may not return in subsequent years to a District plan for supplemental medical coverage but may change coverage privately as needed.

14. The Association and the District hereby agree that Health Net shall be considered another carrier acceptable to the District based on the following conditions.

a) Health Net shall be a medical plan option available to eligible unit members pursuant to Article 4 of said Agreement for 1981-82, effective October 1, 1981 and thereafter.

b) Unit members who select Health Net as a medical plan agree to pay through voluntary payroll deductions the difference in the super composite rates of the Health Net and the Crown medical plans.

c) If there is insufficient enrollment in the Health Net plan as determined by the carrier, Health Net will not be a medical plan option.

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ARTICLE 5: HOURS OF EMPLOYMENT AND WORK LOAD

1. Days and Hours of Service

A. Full-time unit members shall be available for assignment each day of the school year and shall be required to perform professional services in accordance with the following schedule:

Contract Length	Days of Service
10.0 months	175
10.5 months	190
11.0 months	200
11.5 months	210
12.0 months	220

For unit members on a ten-month contract, the District may schedule up to five (5) extra days (8 hours per day or 4 hours per half day) to be worked by unit members prior to either the fall or spring semester. The extra day(s) shall be scheduled within the one week period prior to the fall or spring semester. For any day(s) scheduled prior to fall semesters, the unit member shall be so notified by June 1st or within ten work days of the signing of this agreement for fall semester 1981. For any day(s) scheduled before spring semesters, the unit member shall be so notified at least twenty (20) work days prior to the scheduled days. The unit members scheduled to work shall be paid on a pro rata basis of his/her daily rate (annual salary divided by number of days of service). The number of half days scheduled shall not exceed two (2).

B. Unit members who are providing classroom instructional duties shall provide said duties in conformance with the Academic Calendars in Appendixes B, C, and D.

C. Full-time unit members shall be available for assignments five (5) days per week although teaching assignments may be less than five (5) days per week. Full-time unit members shall work forty (40) hours per week to perform those tasks related to their assignments. Said tasks shall include:

a) Classroom preparation and instruction; the District shall make a reasonable effort to limit a unit member's assignment to no more than three preparations, excluding labs.

b) Meeting with students during posted office hours

c) Maintaining accurate grade and attendance records of students

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d) Preparing and submitting proper reports

e) Attending scheduled faculty and department meetings

In addition, unit members shall select other tasks as part of the work week including but not limited to the following:

1) The development, implementation, and evaluation of the instructional program, i.e., selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, budget preparation, and teaching assignments

2) The counseling and guidance of students in course selection, academic achievement, and career planning within the unit member's discipline

3) Participation in the selection of certificated and classified staff

4) Participation in college and departmental committees

5) Participation in staff development programs, advanced study or related work experience, and attendance at conferences

6) Participation in the active recruitment of students

7) Performance of college-related services in the community

8) Articulation with high schools and transfer institutions (may include visitations)

9) Providing job placements for students

10) Participation on advisory committees

11) Participation in co-curricular activities on and off campus

12) Participation in the accreditation process

13) Participation as a speaker in the community

14) Assisting in the planning of facilities

Included within these duties and activities will be the teaching load in accordance with Appendix C unless otherwise modified as provided in this Agreement.

D. The forty (40) hour work week shall be exclusive of overload and special contract assignments. The work week of full-time unit members with less than a 100% load shall be prorated in proportion to the load.

E. Part-time and hourly unit members shall work the days and times in accordance with the District-approved schedule.

F. Teaching assignments may consist of day, night, or weekend classes or a combination thereof in accordance with the District-approved schedule. Except in unusual circumstances, a unit member's assignment shall not include the recognized student activity periods.

2. Work Loads

A. For the duration of this Agreement unless otherwise modified in accordance with provisions of this Agreement, the unit member's work load shall be as follows:

1) For unit members who are providing classroom instruction during the regular school year, a full (100%) load shall be in accordance with Appendix C, or pro rata share thereof.

2) Counselors and Librarians employed full-time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-five (35) hours desk/student contact and five (5) hours of other selected tasks as enumerated above (1.C.). If a Counselor or Librarian is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.

3) Supervisor (Evening, Weekend, or Off-Campus), Coordinator - Apprenticeship Program, College Nurse, Psychologist, Psychometrist, and other student services specialists shall maintain a schedule, subject to approval of the District, consisting of forty (40) hours per week. During the forty (40) hours per week, the Supervisor, Coordinator, College Nurse, Psychologist, Psychometrist, and other student services specialists shall perform those tasks related to their assignments in addition to selected tasks as enumerated above (1.C.). If a Supervisor, Coordinator, College Nurse, Psychologist, Psychometrist, or other student services specialist is assigned a teaching assignment during the academic year, his/her forty (40) hour week shall be reduced by that proportion his/her teaching assignment relates to a normal teaching assignment.

4) Coordinators - (MACI) employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-five (35) hours assigned time and five (5) hours of other selected tasks as enumerated above (1.C.). If a Coordinator - (MACI) is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.

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5) Coordinators-Exceptional Students employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty (30) hours of assigned time and ten (10) hours of selected tasks as enumerated above (1.C.). If a Coordinator is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.

B. For the purpose of determining lecture and lab, load hours are defined as a "class hour" of 50 minutes.

3. Work Load Range

A. The District shall consider a full-time (100%) unit member's normal teaching load to be within the range of 96%-104% inclusive of the load identified in Appendix C and exclusive of any directed studies assignments.

B. A one-semester assignment above or below a normal load may be assigned by the District to meet the educational needs of the District. Such an assignment subsequently shall be adjusted by balancing or special assignment as described below.

C. Balancing of assignments above and below a normal load is a planned scheduling of semester loads that exceed 104% or are below 96%, such that the sum of the loads of two successive semesters falls within the range of 192% and 208%. If unforeseen conditions make it impossible to adhere to the agreed-upon balancing program in the second semester of a planned two-semester balanced assignment, the adjustment by mutual consent of the employee and the District may be made during the third semester.

D. If balancing of an assignment cannot be arranged over a two-semester period such that the load falls within the normal teaching load, then the percent load of the current assignment that exceeds 100% shall be paid as an overload. If the balancing of an assignment should result in less than an average normal teaching load, then the percent below 100% may be adjusted by special assignment in the current semester of the lower teaching load or, in each semester, if both assignments are underloads. Special assignments shall be District-approved programs such as, but not limited to, learning center assignments, institutional research, departmental projects arranged by the District.

E. To calculate the percent load for a special assignment, the number of weekly hours of a special assignment will be divided by forty (40) hours and the quotient multiplied by 100. Example: An instructor with a special assignment of eight hours per week would be credited with 8/40 x 100 = 20% load. To determine the number of hours of a special assignment, the percentage of the load below 100% will be multiplied by 40 hours per week. Example: An instructor with an 87.5% load would be required to accept a special assignment of 12.5% x 40 = 5 hours. For activity assignments, the foregoing on assignments above and below normal shall be modified in accordance with Appendix C.

F Exceptions to the above work load range are subject to mutual agreement of the unit member and the District.

4. Overload, Summer School, and Weekend Assignments

A. Overload, summer school, and weekend assignments shall be subject to mutual agreement of the unit member and the District. Mutual agreement between the unit member and the District shall be indicated by the signing of a schedule reflecting tentative approval of the overload, summer school, or weekend assignments. Overload, summer school, and weekend assignments shall be distributed in accordance with department developed procedures as approved by the District. Such assignments shall include but not be limited to additional classes, Adult Education, Mini Courses, Community Services, and directed studies.

B. Overload and summer school assignments shall not exceed 40% of a normal load except as approved by the District.

C. Any overload or summer school assignment may be terminated by the District at any time. In the case of such termination, the District shall provide the unit member with the reasons for said termination in writing. The reasons shall not be subject to the grievance procedure except as such reasons violate other provisions of this Agreement.

5. Office Hours

A. Full-time unit members shall schedule at least three hours per week for office hours. Such hours shall be scheduled to meet the needs of students and shall be subject to approval of the District.

B. The office hours shall be posted in the area of the unit member's office, and the hours shall be used for consulting with and assisting students.

6. Scheduling

A. Classes comprising unit member's load (day and evening) shall be scheduled by the District after providing an opportunity for recommendations from the unit members in the department. The District shall endeavor to make such evening assignments on an equitable basis.

B. The unit member and the assistant dean shall sign the instructor assignment sheets indicating the tentative schedule for the unit member. The signed instructor sheets shall not be modified without sending prior notification to the unit member.

C. Unit members shall not be scheduled for more than three consecutive lecture hours of classes except by mutual agreement of the unit member and the District.

D. For purposes of scheduling only, evening classes will be defined as those classes with the majority of the class time occurring after 4:30 p.m.

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E. If the District knows of its intention not to re-employ a part-time or hourly unit member for the subsequent semester, the District shall notify such unit member at least twenty (20) workdays prior to the beginning of said semester. This notification provision shall not preclude the District from not re-employing any part-time or hourly unit member at any time as provided by law.

7. Attendance at Department and District Meetings

A. Department meetings normally shall be held on Tuesdays during the activity period. Full-time unit members shall attend scheduled department meetings except as otherwise authorized by the assistant dean or designee.

B. The maximum number of departmental and/or district-wide meetings requiring unit member attendance during the academic year shall not exceed twenty-five (25). Upon mutual agreement of the full-time unit members in a department and the assistant dean additional meetings may be scheduled. For district-wide meetings, at least five (5) work days' advance notice shall be provided to unit members except in cases of emergencies. Any meetings required for implementation of this agreement involving unit members shall not be counted in determining the maximum number of departmental meetings per academic year.

C. The full-time unit members in the department and assistant dean shall attempt to develop a schedule of dates for department meetings during the academic year.

8. Extended Field Trip Courses

A. A 13% load factor shall be assigned for each class in the series taught for one week. This load credit is derived as follows:

10 hours lecture/week .037 load
30 hours lab/week = .079 load
4 hours orientaton prior to trip = .015 load
.131 load

Equated to = 13% load

B. Field trips which extend beyond a one-week time will be based on the one-week model. A two-week field trip shall be derived as follows:

Two Week Field Trip

20 hours lecture = .074 load
60 hours lab = .158 load
4 hours orientation = .015 load
.247 load

Equated to = 25% load

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9. Letters of Resignation

A unit member may withdraw a letter of resignation by the end of the working day immediately following submission of said resignation to the District.

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ARTICLE 6: REGULATIONS FOR REDUCTION IN WORK LOAD

A form is available in the Office of Personnel Services for employees to use in requesting a reduction in work load. A copy of each completed request will be forwarded to the President of the Association upon receipt by the District. When disposition of the request is determined, a second copy of the completed form will be forwarded to the President of the Association. With approval of the District, full-time unit members may reduce their work load to part-time subject to the following regulations:

1. The unit member shall have reached the age of 55 prior to the reduction of work load.

2. The unit member shall have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

3. During the period immediately preceding a request for reduction in work load, the unit member shall have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

4. The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the District.

5. The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.

6. The unit member shall receive the health and welfare benefits in the same manner as a full-time (100%) unit member as provided in Article 4, Health and Welfare Benefits.

7. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.

8. The initial period of such part-time employment shall not exceed two years. Thereafter, the period of such part-time employment shall be on a year-to-year basis and the total number of years of reduction of work load shall not exceed five years.

9. The period of such part-time employment under the reduced work load program shall not extend beyond the end of the school year during which the unit member reaches his/her 70th birthday.

10. The unit member shall request to participate in the reduction of work load program no later than February 1 for the following school year. At the discretion of the District, requests received after this deadline may be considered.

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ARTICLE 7: REGULATIONS FOR CONSULTANCY CONTRACTS

During the term of this agreement, full-time unit members who retire from the District per STRS regulations and have been employed by the District for at least ten years, may be reemployed by the District under a consulting contract subject to the following regulations:

1. The request for a consultancy contract shall be submitted to the District at least sixty (60) calendar days prior to the effective date of retirement. At the discretion of the District, requests received after this deadline may be considered.

2. The initial period of a consultancy contract shall not exceed two years. Thereafter, the consulting contract may be extended by mutual agreement on an annual basis such that the total number of years shall not exceed five years or until the retired employee reaches age 70, whichever comes first.

3. Persons hired by a consultancy contract as here authorized are considered employees, and the amount paid for consultancy contract shall not exceed the maximum amount provided by law.

4. Provisions contained within the consultancy contract shall be developed and made known to the consultant prior to requiring a letter of retirement. Such provisions include the amount of money to be paid and the number of days to be worked or teaching load assigned. These provisions shall not be modified without mutual consent of both parties.

5. The actual days of work or specific teaching assignment shall be determined by the District after consultation with the consultant.

6. Consultants may be required by the District to submit to and pass a physical examination by a licensed physician of his/her choice which identifies his/her capacity to physically meet the conditions of the contract. Said physical examination shall be at District expense and made in accordance with job related specifications determined by the District.

7. A form is available in the Office of Personnel Services for employees to use in requesting a consultancy contract. A copy of each completed request will be forwarded to the President of the Association upon receipt by the District. When disposition of the request is determined, a second copy of the completed form will be forwarded to the President of the Association.

ARTICLE 8: CLASS SIZE

The number of students enrolled and attending any class (class size) shall be subject to the limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, the safety of students, and the educational mode of instruction in accordance with the following provisions effective September 1, 1981:

A. Unless modified in accordance with the following provisions, class size limits for the term of this agreement shall be those in effect as of February 1, 1981, as recorded in the master course data file.

B. Conformance to class size limits (maximums) shall be determined no later than the end of first census week of each term.

C. Established class limits may be changed or new class limits established after consideration by a committee comprised of three administrators selected by the Vice President of Academic Affairs, or designee, and three full-time unit members designated by a majority of the unit members in the department. If a majority of the committee agree on the class limits, the recommendation of the majority of the committee shall be submitted to the Vice President of Academic Affairs, or designee, for consideration. If there is no agreement by a majority of the committee members, the individual recommendations of the committee members shall be submitted to the Vice President of Academic Affairs, or designee, for consideration. After reviewing the recommendations, the Vice President of Academic Affairs, or designee, shall make a final decision concerning the proposed change in a class size limit or the new class limit. Such decisions shall be submitted to the committee members in writing and shall include a statement of rationale for said decisions. The rationale shall not be subject to the Grievance Procedure except as such rationale violates other sections of the Agreement.

D. District reserves the right to enroll students in excess of the limits recorded in the Master Course Data File. Said students (over enrollees) shall be specifically identified. The District and unit members shall advise the over enrollees that continued enrollment in the class is subject to availability within the class size limits of the Master Course Data File. The unit member shall be required to accept any over enrollees in the order of enrollment for each student who fails to attend class or drops a class up to the class size limits in the Master Course Data File. Established class limits may be exceeded for a given section(s) upon recommendation of the assistant dean with consent of the instructor involved.

E. The District reserves the right to cancel any classes. Upon request of the unit member, the District shall provide the unit member with the written rationale for canceling the class. The rationale shall not be subject to the Grievance Procedure except as such rationale may violate other sections of this Agreement.

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ARTICLE 9: LEAVES OF ABSENCE

Paid Leaves

1. The District shall grant paid leaves of absence to full-time unit members (50% or greater) for personal illness and injury, personal necessity, jury duty, bereavement, industrial accident or illness, judicial and official appearance, quarantine, and sabbatical in accordance with the provisions herein.

2. The District shall grant the above paid leaves of absence to 50% or greater, but less than 100% full-time unit members on a pro rata basis.

3. The District shall grant paid leaves to part-time unit members (less than 50%) on a pro rata basis, for personal illness and injury, personal necessity, bereavement and industrial accident or illness in accordance with the provisions herein.

4. Leaves under this Article or mandated by law are authorized absences. In the case of unauthorized absence, the District may withhold pay and other benefits in accordance with law.

5. In accordance with the applicable provisions of this Agreement, a unit member on paid leave of absence shall be entitled to:

   a. Return to the same department, discipline or position or as nearly the same as possible, to that held immediately before commencement of the leave

   b. Receive credit toward salary advancement

   c. Receive retirement benefits as provided by law and STRS regulations

   d. Receive wages, health and welfare benefits

6. Personal Illness and Injury Leave

   A. Purpose

   The purpose of personal illness and injury leave utilization shall be for physical disabilities (including disabilities due to pregnancy) and mental disabilities which compel the unit member to absent himself/herself from the duties of employment.

   b. Full-Time Unit Members

   (1) Full-time unit members employed five (5) days per week shall be entitled to ten (10) days paid leave for each school year (10 months) for purposes of personal illness or injury. Unit members who work more or less than a full school year shall be entitled to the pro rata equivalent amount of personal illness or injury leave, e.g., a unit member who works six (6) school months is entitled to six (6) days leave and a unit member who works 11 school months is entitled to 11 days of leave.

(2) After all accumulated and earned leave as set forth in (1) above and (4) below is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) calendar months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute in accordance with Column II, Step 6 of the applicable salary schedule. The District shall make every reasonable effort to secure the services of a substitute. The five (5) calendar month period shall begin after the utilization of the annual entitlement of ten (10) days as provided in (1) above and shall run concurrently with any accumulated leave until such accumulated leave is exhausted; then the differential pay shall begin for the remainder, if any, of the five (5) calendar months.

(3) At the beginning of each school year each unit member shall receive a personal illness and injury allotment credit equal to his/her projected entitlement for the school year. Personal illness and injury leave need not be accrued prior to taking such leave by the unit member. If a unit member resigns, retires, or is terminated and has used more personal illness and injury leave than was earned, the amount of pay for days used but not earned shall be deducted from the final warrant of the unit member.

(4) If a unit member does not utilize the full amount of leave as authorized in (1) above in any school year, the amount not utilized shall be accumulated from year to year.

(5) A unit member whose absence under this section exceeds five (5) work days shall provide, upon request, a statement from a licensed physician or practitioner stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of an absence of less than five (5) calendar days if the District has reason to believe that the absence may not have been used for proper personal illness and injury leave purposes. In the absence of the requested verification, the absence shall be deemed an unauthorized absence.

(6) A unit member must contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service. If the unit member fails to notify the District at least two (2) hours prior to assigned duties, the absence shall be deemed an unauthorized absence.

(7) A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave, and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave.

(8) A unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work the next work day by 3:30 p.m. of the preceding day if such failure results in a substitute being secured.

(9) Upon exhaustion of his/her regular personal illness and injury leave account, the absence shall be charged against his/her other assignment leave account.

C. Part-Time Personal Illness and Injury (including Summer School)

(1) Unit members working a part-time assignment (less than 50%) shall earn one (1) hour of personal illness and injury leave for each twenty (20) hours of time worked.

(2) Any unused personal illness and injury leave shall be accumulated from year to year.

(3) A break in service will not result in a loss of accumulated personal illness and injury leave unless such leave is transferred to another District or a break in service exceeds three consecutive semesters not including summer school.

(4) Part-time unit members may use personal illness and injury leave as accrued.

(5) If a full-time unit member, assigned a part-time position, is absent from the part-time assignment, the following shall occur:

a. The absence shall be charged against the part-time personal illness and injury account.

b. After the part-time personal illness and injury account has been exhausted, any absence shall be charged against the full-time personal illness and injury account. Use of the full-time account for a part-time assignment shall be on a pro rata basis.

(6) If a full-time unit member who was previously assigned a part-time position is absent from the full-time assignment, the following shall occur:

a. The absence shall be charged against the full-time personal illness and injury account.

b. After the full-time personal illness and injury account has been exhausted, any absence shall be charged against the part-time personal illness and injury account. Use of the part-time account for a full-time assignment shall be on a pro rata basis.

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(7) Upon retirement, full-time unit members shall have all unused part-time personal illness and injury leave added to their full-time personal illness and injury account.

D. Notification of Accumulated Personal Illness and Injury Leave

The District shall provide each unit member written notification by October 15 of each year of his/her accumulated personal illness and injury leave including the current year's projected entitlement.

E. Transfers of Accumulated Personal Illness and Injury Leave

A unit member shall be entitled to the number of days of personal illness and injury leave accumulated by such unit member in a position requiring certification qualification at his/her last previous school district of employment provided that such employment was with a school district within the State of California, was for at least one (1) full year's duration and not more than one (1) year intervened between termination of employment at the last previous school district and employment at this district.

7. Jury Duty

A. A unit member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury. The District reserves the right to request a postponement to another time mutually agreeable to the unit member and the District. The unit member is required to notify the District as soon as he/she receives notice of his/her jury duty.

B. The unit member serving on jury duty who receives pay from the District during such absence shall be required to collect jury duty fees and remit such fees to the District, or in the absence of such remittance, the unit member shall receive the difference between his/her regular salary and the jury duty fees.

C. A unit member shall be required to perform his/her assigned service to the District during any day or fraction thereof that he/she is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. An instructor serving jury duty shall be required to return to his/her teaching assignment unless, due to the assignment of a substitute or in the best interests of the instructional program, the District approves otherwise.

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8. Bereavement Leave

A unit member shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if travel of more than 400 miles one way is required, without loss of salary on account of the death of any member of his/her immediate family. For purposes of this provision an immediate family member shall be limited to mother, father, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law of the unit member or any relative living in the immediate household of the unit member.

9. Leave for Industrial Accident or Illness

Industrial accident and illness leaves of absence shall be granted in accordance with the following:

A. The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as bonafide injury or illness arising out of and in the course of employment by the Carrier or administrating agent for workers' compensation coverage. Such acceptance shall be based upon the laws and rules and regulations of the State governing workers' compensation.

B. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability which shall not exceed sixty (60) working days in any one fiscal year for the same accident.

C. Leave under these rules and regulations shall commence on the first day of absence.

D. The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the given District.

E. Allowable leave shall not be accumulated from year to year.

F. Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of the State, exceed the normal wage for the day.

G. Industrial accident or illness leave shall be reduced by one (1) day for each authorized absence regardless of the compensation award made under workers' compensation.

H. When an industrial accident or illness occurs at the time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.

I. Industrial accident or illness leave of absence is to be used in lieu of entitlement to other leaves. When entitlement to an industrial accident or illness leave has been exhausted, entitlement to other personal illness and injury leave will then be used; but if the unit member is receiving workers' compensation, he/she shall be entitled to only that portion of his/her accumulated available personal illness and injury leave, accumulated compensatory time off, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary. When applicable, the following formula shall be used: Divide the disability check, endorsed to the District, by the unit member's daily salary rate to determine the equivalent number of days.

J. Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

K. During all paid leaves of absence, whether industrial accident leave as provided in this section, personal illness and injury leave, vacation, compensatory time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of salary and shall deduct normal retirement and other authorized contributions. In the absence of such endorsement, the District shall issue the unit member appropriate warrants for the difference between his/her regular salary and the amount of the wage loss benefit checks. Reduction of entitlement to leave shall be made only in accordance with this section.

L. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

10. Personal Necessity Leave

Each unit member shall be entitled to use six (6) days of his/her personal illness and injury leave allotment during each school year for personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, that necessitate immediate attention and cannot be taken care of after work hours or on weekends. Under no circumstances shall personal necessity leave be available for purposes of personal convenience, extension of a holiday or a vacation period, to seek other employment, for recreational activities or concerted activities. A unit member must contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service.

The unit member shall certify on a form provided by the District that such absence was in conformance with the above. If the unit member fails to comply with the above, the absence shall be deemed an unauthorized absence.

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11. Quarantine

A unit member shall receive full salary during the period of his/her quarantine by duly constituted governmental authority.

12. Judicial and Official Appearance Leaves

A. A unit member shall receive his/her regular pay for a judicial or official appearance in a proceeding in which the District is a party provided the unit member is not the litigant or in support of the litigant in a case against the District. The unit member shall contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service.

B. The District may grant a paid leave of absence to a unit member for a judicial or official appearance as a witness when subpoenaed other than as a litigant or in support of a litigant. The unit member shall request such a leave through his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute.

13. Unpaid Leaves

A. Upon request, the District may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. The duration of such leave shall not exceed one calendar year. A unit member shall submit such request to the District at least four weeks prior to the anticipated date on which the leave is to commence.

B. Unit members may be granted unpaid leave upon request by the Board of Trustees.

C. Unpaid leave may be granted a unit member for a period of up to one school year. The leave shall normally commence at the start of a semester or a school year. The District may authorize a different starting date if the unit member demonstrates why the leave could not commence at the beginning of the semester or school year.

D. The President of the College may grant, upon request, an unpaid leave of up to five (5) work days.

E. Such leaves are without compensation or credit toward service.

F. Unit members who go on an unpaid leave during any pay period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, they shall be allowed to continue coverage provided they make advance payments of the premiums in a manner reasonably required by the District.

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G. Should the District deny a unit member an unpaid leave, the unit member may request, in writing, within ten days of said denial, the reasons for the denial. The District shall respond, in writing, within ten days of the unit member's request, stating the reasons for denial of the requested leave and such reasons shall not be subject to the Grievance Procedure, except as such reasons violate other sections of this Agreement.

14. Leave of Absence - Exchange Program

A. Full-time, regular unit members may apply to the District for a leave of absence to participate in an exchange program involving another educational institution. Such applications shall be submitted with sufficient advance notice to allow for processing prior to the effective date.

B. Upon the recommendation of the Superintendent/President, all applications for leave of absence for the exchange program shall be subject to approval of the Board of Trustees and the exchange institution.

C. While on a leave of absence for the exchange program, the unit members shall receive their regular salary and health and welfare benefits as provided in Article 4 of this Agreement, and the leave shall not be deemed a break in continuity of service. All other provisions of this Agreement shall not be applicable to the unit member on such leave, and the unit member shall conform to the Agreement between the District and the exchange institution.

15. Sabbatical Leave

A. Philosophy and Purpose of Sabbatical Leaves

Sabbatical leaves may be granted to provide an opportunity for professional growth of full-time unit members which will result in more effective services to the District. Such leaves may include, but not be limited to, study, travel, research, and related work experience.

B. Eligibility of Unit Members

1) Any full-time unit member who has served the District for six (6) consecutive years in a full-time certificated position may apply for a sabbatical leave.

2) Full-time unit members who have been granted a sabbatical leave shall become eligible after six (6) years of consecutive service in a full-time certificated position subsequent to their last sabbatical leave.

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3) Leaves shall not be granted for more than two (2) full consecutive fall and spring semesters or less than one full semester unless otherwise approved by the District. If a full-time unit member is granted a leave for one semester by the District, this shall be construed as fulfilling his/her entire entitlement to leave privileges until he/she has complied with (b) above.

4) Military leave and paid leaves shall not be deemed a break in continuity of service for the purposes of this article.

5) If a sabbatical leave request is approved for a full-time unit member, and he/she then withdraws the application after approval, such full-time unit member shall be precluded for a period of two (2) years from filing a new application for sabbatical leave unless extenuating circumstances existed compelling his/her withdrawal of the application for leave.

C. Application Procedure

1) Application shall be submitted to the District by October 31st for consideration for the subsequent school year on a District-provided form.

2) Unit members' applications for sabbatical leave shall not be modified by the District without the mutual consent of the District and unit member.

3) A unit member's application shall include a detailed prospectus of the purposes and activities for which the leave is requested.

D. Approval of Sabbatical Leaves

1) Sabbatical leave requests shall be reviewed by a Sabbatical Leave Review Committee comprised of three representatives designated by the Faculty Association and three representatives designated by the District.

2) In reviewing requests, the Sabbatical Leave Review Committee shall consider the criteria on the District sabbatical leave request form in a manner to be determined by the committee.

3) The Sabbatical Leave Review Committee shall rank all sabbatical leave requests and forward them to the Superintendent/President for transmittal to the Board of Trustees.

4) The District shall provide five sabbatical leaves according to the ranking of the Sabbatical Leave Review Committee and the provisions of this article. If fewer than five requests for sabbatical leaves are received, the District shall provide leaves for the number requested.

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E. Agreement, Surety Bond and Failure to Return

1) Granting of a sabbatical leave is conditioned upon the applicant agreeing to the terms of the sabbatical leave and further agreeing to render services to the District for at least twice the length of the sabbatical leave granted.

2) Granting of a sabbatical leave is dependent upon the unit member's securing a corporate surety bond in principal sum equal to amount of the salary to be paid while on sabbatical leave.

3) If a full-time unit member on leave fails to return and complete required services as an employee of the District, an amount calculated as follows shall be returned to the District:

$$\begin{array}{l} \text{Compensation Received} \\ \text{from District While} \\ \text{on Leave} \end{array} - \frac{\begin{array}{l} \text{Length of Actual} \\ \text{Service Following} \\ \text{Sabbatical Leave} \end{array}}{\begin{array}{l} \text{Length of Required} \\ \text{Service} \end{array}} \times \begin{array}{l} \text{Compensation} \\ \text{Received from} \\ \text{District While} \\ \text{on Leave} \end{array}$$

4) In case of death, the full-time unit member or his/her estate shall not be required to return compensation received from the District during the leave period. The payment shall cease upon the death of the unit member on leave.

5) Disability while on sabbatical leave to such an extent as to render full-time unit member unable to return to the District at the termination of the sabbatical leave or death while on sabbatical leave shall serve to exonerate full-time unit member's agreement and bond.

6) The District and the unit member shall execute a legally binding contract containing the conditions of the sabbatical leave. Five (5) working days prior to signing the proposed contract, a copy shall be forwarded to the President of the Association. Following the signing, a copy of the signed contract shall be forwarded to the President of the Association.

F. Compliance with Leave Conditions

Upon the completion of the sabbatical leave, the unit member shall submit to the District appropriate documentation showing completion of the purposes and activities for which said leave was granted.

G. **Salary While on Leave**

While on leave full-time unit members shall receive as compensation 85% of their base salary for one full contract year or 85% of their base salary for one-half contract year. Compensation shall be based on the salary full-time unit members would have received during the period of the leave had they continued in regular services during such period.

H. **Illness or Injury While on Sabbatical Leave**

If the sabbatical leave is interrupted due to serious accident or illness, the District may terminate the sabbatical leave of the full-time unit member who shall thereupon be entitled to the use of personal illness and injury leave accrued to his/her credit.

I. **Reinstatement Upon Return from Sabbatical Leave**

At the expiration of a sabbatical leave, the unit member, upon return to the District, shall return to the same department, discipline or position, or as nearly the same as possible to that held immediately before commencement of the leave.

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ARTICLE 10: EVALUATION PROCEDURES

1. DEFINITION OF TERMS

The following definitions are intended to clarify terms used in the evaluation procedures and are only applicable to this article.

A. Authorized Evaluators

Assistant Deans
Immediate Administrator for non-teaching unit members
Appropriate Dean
Vice President, Academic Affairs

B. Initial Conference

A conference to review evaluation forms and procedures, and to arrange the evaluation visitation. The initial conference shall follow a uniform format, mutually developed by the Association and the District, in all departments.

C. Evaluation Visitation

A specific arranged observation of a unit member's assigned duties by an authorized evaluator

D. Consultation

A conference with a unit member following an evaluation visitation

E. Formal Evaluation

A specified written evaluation of a unit member's performance utilizing the adopted format and adopted procedures

F. Evaluation Conference

A conference to review and sign the completed evaluation

G. Evaluation Terms

Satisfactory: A rating that describes a performance of a unit member who has met his/her roles and responsibilities as satisfactory.

Unsatisfactory: A rating that describes the performance of a unit member as unsatisfactory and for whom significant improvement is required.

H. Full-time Contract Unit Members

Unit members who are employed by the District pursuant to the provisions of EC 87601 and 87608

I. Full-Time Regular Unit Members

Unit members employed by the District pursuant to the provisions of ED 87608 and 87609

J. Part-Time Instructional Unit Members

Unit members who are employed pursuant to the provisions of EC 87482 and whose assignment is not more than 60%

K. Part-Time Non-Instructional Unit Members

Unit members whose non-classroom assignment is based on hourly/weekly assignments and who are employed for 18 hours a week or less

L. Student Instructional Report

A report of unit member's teaching performance by students enrolled in the class or classes of a unit member (Appendix F)

M. Unit Member Requested Visitations

Visitations by an authorized evaluator at the request of the unit member being evaluated

2. GENERAL EVALUATION PRINCIPLES

A. The primary aim of evaluation is to improve professional effectiveness. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. To promote this respect and confidence, the District will provide training for administrators in the process of evaluation.

B. Data supporting the complete evaluation document shall be readily available to the parties in interest on a need-to-know basis.

C. All data used in the evaluation material shall be accurate and verified by the evaluator. Hearsay shall not be included in the evaluation material.

D. Evaluators shall consider the rights and responsibilities of unit members as outlined in Board Policy 2203, Academic Freedom, in developing evaluations.

E. In the absence of specific provisions in this evaluation article, the District shall exercise practices and procedures pursuant to provisions of the Education Code.

F. Constructive criticisms and suggestions for improvement, if any, shall be specific and in writing. If major inadequacies are found to exist, they will be followed by additional supportive assistance. Information relating to a unit member's strengths and weaknesses will be discussed openly and frankly with the individual being evaluated.

G. In assessing a unit member's performance, the evaluator shall consider only the unit member's roles and responsibilities as identified in the Unit Member Evaluation Report (Appendix E) and such other criteria as shall be mutually determined. In addition to observations made during arranged visitations, the evaluator may consider observations made of the unit member performing his/her duties outside the classroom that are in keeping with those roles and responsibilities as listed in the Unit Member Evaluation Report. Conditions over which a unit member has no control shall not impact negatively upon his/her evaluation.

H. The authorized evaluator shall have the opportunity for classroom or other approprite visitations. At the request of the unit member, another authorized evaluator may be selected for a visitation. A visitation made in conjunction with a formal evaluation will be arranged by the authorized evaluator at least one week prior to the visit. The observation shall be of sufficient duration to provide the evaluator with adequate data with which to make an accurate and meaningful evaluation. Unit member requested visitaticns may occur.

I. By mutual agreement, the unit member and immediate administrator may each select another person to make additional classroom visitations and share the observations with both the evaluator and evaluatee.

3. EVALUATION OF FULL-TIME REGULAR UNIT MEMBERS

A. Full-time regular unit members shall be evaluated no less than once every two years. The department chairperson or the immediate administrator for non-teaching unit members shall be the primary evaluator. Unit members with assignments in more than one department shall be formally evaluated in that department in which the greatest proportion of the assigned load exists.

B. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the school year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the unit member is on leave during the first semester of the school year, such notification shall occur by the end of the third week of the second semester.

C. An evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide to the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is on leave during the first semester of the school year, the initial conference shall be held prior to the end of the fifth week of the second semester.

D. The evaluator shall consider only those roles and responsibilities identified in Appendix E. In addition to observations made during an arranged visitation, the evaluator may consider observations made of the unit member performing duties outside of the classroom that are in keeping with those roles and responsibilities identified in the Unit Member Evaluation Report.

E. A consultation will be scheduled within ten (10) school days following an evaluation visitation during which the evaluator will review with the unit member areas where he/she has been deemed satisfactory as well as specific suggestions for improvement, if any.

F. Within twenty (20) school days (or more by mutual agreement) after the final consultation, the evaluator shall prepare the formal written evaluation of the unit member utilizing the instruments and procedures outlined herein. The evaluator shall provide the written evaluation to the unit member five (5) school days prior to meeting with him/her in an evaluation conference.

G. During the evaluation conference an evaluator shall discuss the complete written evaluation which may consist of: (1) the Unit Member Evaluation Report and (2) where appropriate, the Analysis of Student Instruction Reports.

H. At the conclusion of the evaluation conference, the evaluator shall indicate whether the unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report as an indication of its receipt.

I. Should an evaluator deem a unit member to be unsatisfactory, he/she shall supply the written evaluation to the unit member five (5) school days prior to the evaluation conference. At the evaluation conference, the evaluator, after consultation with the unit member, will develop a program of improvement which, if followed successfully, will result in a satisfactory evaluation. If the unit member disagrees with the elements of the improvement plan, the unit member may have attached to the plan a written statement of his/her concerns. A unit member receiving an unsatisfactory evaluation shall have one complete year to finish the improvement plan, or less by mutual agreement.

J. Should a regular unit member receive an unsatisfactory overall evaluation, he/she will be evaluated again within the following year utilizing the procedures of this plan. Within one year after receiving an unsatisfactory evaluation, (or sooner by mutual agreement) a unit member shall be re-evaluated by his/her evaluator and if he/she receives a satisfactory rating, he/she will return to the usual two-year evaluation cycle.

K. The improvement plan shall include the following:

1. Areas where specific improvement is needed
2. Specific suggestions for improvement
3. Resources to be utilized to assist with the improvement
4. The means by which improvement will be measured

A written statement describing the improvement program and incorporating the above shall be given to the unit member within fifteen (15) school days after the evaluation conference.

4. APPEAL PROCESS

A. Should a unit member disagree with the evaluator's written findings and recommendations, he/she may appeal to the Vice President of Academic Affairs. The Vice President of Academic Affairs will review the case and make a decision which will then be reviewed with the unit member and the evaluator within ten (10) school days of receipt of the appeal.

B. Further appeal by the unit member or evaluator may be made to the President of the College whose decision shall be final.

C. During the appeal process, the unit member is entitled to representation by the Faculty Association when meetings involve matters affecting the employment relations status between the unit member and the District.

D. Unit members may pursue alleged violations of the evaluation procedure as specified in this article through the grievance article contained in this agreement.

5. EVALUATION OF FULL-TIME CONTRACT UNIT MEMBERS

A. Full-time contract unit members shall be evaluated throughout their first two years of employment. The authorized evaluator shall be responsible for the evaluation process and the final evaluation report of unit members. The department chairperson or the immediate administrator for non-teaching unit members shall be the primary evaluator.

B. Unit members with assignments in more than one department shall be formally evaluated in that department in which the greatest proportion of their assigned load exists. Unit members may be visited and evaluated by the authorized evaluator(s) of the other

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department(s) in which said unit member has an assignment. The observations from the visitation may be integrated into the formal evaluation, and, if included in the formal evaluation, all authorized evaluators shall participate in the evaluation conference and shall sign the formal evaluation.

C. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the unit member is not employed or on leave during the first semester of the school year, such notification shall occur by the end of the third week of the second semester.

D. An evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide to the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is not employed or on leave during the first semester of the school year, the initial conference shall be held prior to the end of the fifth week of the second semester.

E. First Year Full-Time Contract Unit Members

1. First year full-time contract unit members shall be evaluated during the first semester of their employment. This shall include at least two visitations made prior to February 1 of the fall semester or June 1 of the spring semester. Such visitations will be followed by a consultation to discuss the observations made by the evaluator and other relevant evaluation information. During the consultation the evaluator shall review with the unit member those areas where he/she has been deemed satisfactory as well as any specific suggestions for improvement, if any. At least one visitation followed by a consultation shall also be made of each unit member during the second semester of his/her employment. During the first year of employment arranged visitations will be the responsibility of the immediate supervisor and/or other authorized evaluators. Additional visitations may be arranged as appropriate.

2. Prior to the end of each semester of the first contract year, an evaluation conference shall be scheduled. At this conference the unit member shall be provided the complete evaluation consisting of: (1) the Unit Member Evaluation Report an (2) the Analysis of Student Instructional Reports. At the conclusion of this conference, the evaluator shall indicate both orally and on the evaluation form itself whether the unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report indicating receipt of evaluation.

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F. Second Year Full-Time Contract Unit Member

1. Second year full-time contract unit members shall be evaluated prior to February 1 of their second year of employment. This evaluation will include at least two visitations followed by consultations to discuss the observations. During the consultations the evaluator shall review with the unit member those areas where he/she has been deemed satisfactory as well as any specific suggestions for improvement, if any.

2. Prior to the end of the first semester, an evaluation conference shall be scheduled. At this conference the unit member shall be provided the complete evaluation consisting of: (1) the Unit Member Evaluation Report and (2) the Analysis of Student Instructional Reports. At the conclusion of this conference the evaluator shall indicate both orally and on the evaluation form whether the unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report as an indication of its receipt.

6. EVALUATION OF PART-TIME INSTRUCTIONAL AND PART-TIME NON-INSTRUCTIONAL UNIT MEMBERS

A. The authorized evaluator shall be responsible for the evaluation process and the final evaluation report of a part-time instructional and part-time non-instructional unit member. The assistant dean or the immediate administrator for non-teaching unit members shall be the primary evaluators. The evaluation shall be prepared in accordance with the roles and responsibilities of Appendix G which are appropriate to the assignment of the unit member. Unit members with assignments in more than one department shall be evaluated in that department in which the greatest proportion of the assigned load exists. Unit members may be visited by the authorized evaluator(s) of the other department(s) in which said unit member has an assignment.

After such visitations, consultations will be scheduled within ten (10) school days of the visitations to orally review with the unit member areas where he/she has been deemed satisfactory as well as specific suggestions for improvement, if any, in relation to the roles and responsibilities as identified in the unit member's evaluation report (Appendix G) and such other criteria as shall be mutually determined. Except for documentation pursuant to the applicable provisions of the Education Code, such visitations by authorized evaluator(s) of the other department(s) shall result in no written documentation relating to the roles and responsibilities as identified in the unit member's evaluation report (Appendix G) and such other criteria as shall be mutually determined.

B. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate supervisor. If the unit member is unassigned during the first semester, such notification shall occur by the end of the third week of the second semester.

C. The evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is unassigned during the first semester, the initial conference shall be held prior to the end of the fifth week of the second semester.

D. Unit members shall be evaluated during their first semester. An evaluation shall be prepared and an evaluation conference held with the unit member prior to the end of the first semester. Unit members in their second semester shall be evaluated at least once by their evaluator following the procedures utilized during the first semester of evaluation. The formal evaluation shall be submitted to the unit member at least five (5) school days before the evaluation conference.

Further evaluations of unit members shall be conducted no less than once every two years.

E. Unit members will be evaluated utilizing the approved college procedures and instruments contained herein.

7. STUDENT INSTRUCTIONAL REPORT

A. Student Instructional Reports are deemed to be useful for such purposes as providing information to the evaluator during the evaluation process and providing information to unit members about their teaching effectiveness.

B. The District shall process the Student Instructional Reports and promptly return the reports and analyses to the unit member and analyses to the evaluator, when appropriate. It is suggested that they be administered between the 12th and 14th week of instruction to allow adequate time for processing and inclusion in the overall evaluation.

Student input shall be gathered using the format in Appendix F. The evaluator shall handle the administration of the Student Instructional Reports.

C. The analyses of the Student Instructional Reports shall be required by the evaluator for inclusion in the overall assessment of: (1) full-time contract teaching unit members; (2) part-time instructional unit members with less than five semesters teaching in the District; and (3) full-time regular teaching unit members deemed unsatisfactory on the most recent formal evaluation. The Student Instructional Reports may be included in the overall assessment at other times by mutual agreement of the unit member and evaluator.

D. For regular teaching unit members and part-time instructional unit members who have completed four (4) semesters teaching in the District, deemed satisfactory on the most recent evaluation, the Student Instructional Reports and Analyses shall be provided to the unit member only.

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ARTICLE 11: PERSONNEL FILES

1. One official personnel file of each unit member shall be maintained at the District central administration office. No adverse action shall be taken against a unit member based upon written material which is not contained within the official personnel file unless otherwise required by law. Except in situations contemplated under Education Code Sections 87732 or 87734, an opportunity shall be provided for informal resolution to unit member situations that may result in the placement of a derogatory statement in a unit member's personnel file. Prior to placing item(s) in the official personnel file, the District shall make a reasonable effort to verify the accuracy of the material(s).

2. A unit member shall be provided a copy of any derogatory written material prior to the time such material is placed within the official personnel file. Such derogatory written material, when placed in such file, shall not address matters which occurred more than three (3) calendar months prior to the date of filing. The unit member shall have the right to review the material during normal working hours so long as such does not interfere with the classroom instruction. The unit member may, within ten (10) work days of receipt of copy, submit a written response to be attached to the derogatory material for inclusion within the official file. Derogatory material shall be sealed at the unit member's request after a period of four years from the date of filing.

3. A unit member shall have the right to examine all materials (except for ratings reports or records which were obtained prior to employment or prepared by identifiable examination committee members, or obtained in connection with a promotional examination) contained within the official personnel file.

4. District shall have a representative present when any official personnel file is examined. The unit member's personnel file shall be available for examination by the unit member and/or his/her representative with the unit member's written authorization for each instance. The official personnel file is considered confidential and is available for review only to such other persons who have a legal right and a need to know the contents therein.

5. The District shall keep a log of persons who have examined an official personnel file, as well as the dates such examinations were made, except routine clerical transactions. The log shall be maintained in the unit member's official personnel file.

6. Any person who places material in the personnel file shall sign and signify the date on which is was drafted. Any written material placed in the personnel file shall indicate the date of placement.

7. With approval of the District, a unit member may have material placed in the official personnel file he/she determines may have a bearing on his/her position with the District. In the case of District disapproval, the unit member, upon request, shall be notified in writing within ten (10) work days the reasons for not placing such material in the file.

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8. Unit members shall be informed of all written claims of sexual harrassment against them within five (5) work days of receipt of said claims.

ARTICLE 12: REASSIGNMENT PROCEDURE

This Article applies to the reassignment of full-time unit members only as such affects a unit member's full-time load exclusive of any part-time assignments.

Definition

Reassignment is defined as a change in the assignment of a full-time unit member resulting in an assignment of subject areas which are outside the unit member's major or minor field and in which the unit member has no previous teaching experience.

Unit Member Initiated Reassignment

Any full-time unit member may request a reassignment by submitting such request to the Personnel Office in writing and, if requested by the unit member, the request for reassignment shall remain confidential to the Personnel Office until such time as the request is given administrative consideration. Upon a suitable vacancy and prior to official announcement of that vacancy, a copy of the request will be sent to the current and prospective immediate supervisors, the Office of Academic Affairs, and the Association. A notice of the decision on the request will be made by Personnel within sixty (60) days. Requests for reassignment shall remain effective for one (1) calendar year and shall be considered by the District prior to the official announcement of vacancy.

In considering a unit member initiated reassignment, the District shall use the following criteria:

a) The educational needs of the District; and

b) The abilities, skills, and knowledge of the unit member as such relate to the proposed reassignment

In the event more than one unit member requests a reassignment for the same position and the above criteria are equally met, then the unit member with the greatest districtwide seniority shall be reassigned.

If the reassignment request by a unit member is denied, he/she may request, in writing, within ten (10) work days of the denial, a written response stating the reasons for the denial. Upon such a request, the District shall respond within ten (10) work days.

District-Initiated Reassignment

The District may reassign a unit member outside his/her department as the result of establishment and modification of the organizational structure of the College, to meet decreasing or low enrollment within his/her department

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and/or particular subject area within his/her department, to comply with requirements of the District's Affirmative Action policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

The District may reassign a unit member within his/her department as the result of establishment and modification of the organizational structure of the College, to meet increasing enrollment within his/her department and/or particular subject area within his/her department, to comply with requirements of the District's Affirmative Action policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

In effecting a District-initiated reassignment, the District shall use the following criteria:

a) The education needs of the District; and

b) The abilities, skills, and knowledge of the affected unit member as such relate to the proposed reassignment

In the event more than one unit member is considered for a District-initiated reassignment and the above criteria are equally met, then the unit member with the least districtwide seniority shall be reassigned.

Unit members affected by a District-initiated reassignment shall be given ten (10) work days prior notice and a conference shall be held between the appropriate management person and the unit member in order to discuss the reason(s) for the reassignment.

If a unit member is to be reassigned, then he/she may request in writing within ten (10) work days following the conference that he/she be given written reasons why he/she is being reassigned. Upon such a request, the District shall respond within ten (10) working days.

Districtwide Seniority

Districtwide seniority, for the purpose of this Article, shall be the date of first paid service in a certificated position pursuant to Education Code.

Retraining Program

Upon mutual agreement of the unit member and District, the unit member may participate in a District-approved retraining program prior to and/or after a unit member or District-initiated reassignment. With prior approval of the District, the unit member participating in a District-approved retraining program may elect to have the tuition cost of approved course work paid by the District or have such course work credited for salary placement. Upon completion of a retraining program leading to a new teaching competency or expanded credential authorization, a unit member may initiate a request for reassignment to said area(s) or the District may initiate a reassignment to said area(s).

Evaluation Resulting from Reassignment

In the case of a unit member-initiated reassignment, the District may evaluate the unit member during the first year of the effective reassignment in accordance with this Agreement. In the case of a District-initiated reassignment, the District may evaluate the unit member during the first year of the effective reassignment if such reassignment affects a majority of the unit member's assignment.

ARTICLE 13: TRAVEL

1. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, uses his/her personal vehicle on District business shall be reimbursed at the same rate paid to other District personnel.

2. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, has meals away from the District shall be reimbursed for a reasonable cost of the meal in the same manner as other District personnel.

3. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, is lodged away from home overnight shall be reimbursed by the District for the reasonable cost of necessary lodging in the same manner as other District personnel.

4. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, utilizes public transportation shall be reimbursed by the District for the reasonable cost of necessary transportation in the same manner as other District personnel.

5. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, attends a conference shall be reimbursed by the District for the reasonable cost, or portion thereof, of the conference and transportation thereto in the same manner as other District personnel. The determination of which unit members shall attend conferences from travel/conference funds allocated to a department shall be made in an equitable manner following procedures developed by each department.

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ARTICLE 14: NON-DISCRIMINATION

The District shall not discriminate against unit members with respect to wages, hours of employment, and other terms and conditions of employment as defined in Government Code 3540 et seq., or application of the provisions of this Agreement with respect to age, color, creed, residency, marital status, membership in an employee organization, national origin, physical handicap, race, sex, or religion.

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ARTICLE 18: SAFETY CONDITIONS OF EMPLOYMENT

1. Except in unusual circumstances, the District shall not knowingly require a unit member to work in unsafe conditions. The District shall make a good faith effort to schedule classes in an appropriate location.

2. Unit members shall be cognizant of unsafe practices, equipment, and conditions and report such to their immediate supervisor. The District shall advise the unit member of the disposition of said report as soon as administratively possible.

3. Unit members shall report all accidents involving injuries observed and incurred as soon as possible to their immediate supervisor on forms provided by the District. In case of injuries to a unit member that require medical attention, such report shall be submitted to the District within one work day of knowledge of the incident giving rise to the injury or within one work day of knowledge that the incident resulted in injury.

4. In a situation of real or apparently hazardous teaching location*, a unit member shall make every reasonable effort to change class locations; if a change of location is not possible, the unit member, with advance notice to the Office of Academic Affairs during the day or Continuing Education Office in the evening or weekend, if reasonably possible, shall cancel the class.

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*"Real or apparently hazardous teaching location" shall mean a condition that any reasonable person would conclude to be a physical danger that affects the safety or the unit member or his/her students.

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ARTICLE 16: RIGHTS OF THE ASSOCIATION

1. The Association shall have the right to represent unit members in their employment relations with the District.

2. An Association representative shall have the right of access to areas in which unit members work, so long as the Association representative does not interfere with classroom instruction, scheduled office hours, or other assigned duties. Any Association representative shall have the right to talk to unit members during work breaks, meal breaks, or before and after work hours.

3. The Association may use bulletin boards designated for their use by the Superintendent or his/her designee. Prior to posting, a copy of the communication shall be furnished to the Superintendent or his/her designated representative. All items to be posted by the Association shall bear the date of posting and the name and authorization of the Association and shall be removed by the Association when applicability ceases.

4. Communications authorized by the Association for general distribution through the District mail service shall bear the date of the communication and the name of the Association as being responsible for the writing and distribution of the communication. A copy of any communication for general distribution proposed to be sent through college means of distribution shall be furnished to the Superintendent or his/her designated representative.

5. The Association shall be permitted the use of District building facilities and shall be subject to the same regulations governing other organizations specified in the District policy on use of facilities.

6. The District agrees to furnish readily available information relevant to the scope of representation upon request. The District will provide the Association with a copy of the proposed Tentative, Publication, and Adopted Budgets as soon as available for distribution. The District will provide two copies of the agenda for meetings of the Board of Trustees plus all supportive non-confidential information.

7. Names and job titles of all unit members shall be provided to the Association as soon as possible following the beginning of each academic year. Home addresses and home telephone numbers of all unit members shall be provided to the Association unless the unit member requests that such information not be released.

8. The District shall provide one copy of this Agreement for each unit member to the Association as soon as administratively possible following the signing of this Agreement by the parties. The Association shall assume full responsibility for distribution to each unit member and hold the District harmless for failure to provide said copy to a unit member.

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9.1 Any unit member who is a member of the RHCFA/CTA-NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization for the payroll deduction of dues, fees, and assessments, or the non-member service fee shall transmit such amount to the Association in compliance with Sections 9.2 and 9.3 below.

9.2 Any unit member who is not a member of the RHCFA/CTA-NEA or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph 9.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Sections 87833 and R7834 and in the same manner as set forth in Section 9.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

9.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support RHCFA/CTA-NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxations under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

9.3.1. Proof of payment and a written statement of objection along with a verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 9.3 above. shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 9.1 and 9.2 of this article. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the timelines contained in Section 9.2 above. The Association shall have the right of inspection in order to review said proof of payment.

9.3.2 Any unit member making payments as set forth in Sections 9.3 and 9.3.1 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

9.4 With respect to all sums deducted by the District pursuant to Sections 9.1 and 9.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.

9.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

9.6 The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this article. The District agrees that in consideration of the Association's obligation hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole of in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fee, charges, awards, judgments, and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

10. Upon written authorization from a unit member who is a regular or contract employee on a 50% or more basis, the District shall deduct from the salary of such unit member and make appropriate remittance for the following: tax shelter annuities, credit union deduction, savings bonds, charities, and other health and welfare benefits from the District approved list of benefits or any other health and welfare plans mutually approved by the District and the Association. In addition, upon written authorization from a unit member, the District shall deduct from District contributions for tax sheltered annuities, other health and welfare benefits from the District approved list of benefits, or any other health and welfare plans mutually approved by the District and the Association.

11. Upon written authorization from a part-time unit member, the District shall deduct from the salary of such unit member and make proper remittance for the following: tax shelter annuities, credit union deduction, savings bonds, and charities.

12. Upon timely written notification from the Association, the District shall provide paid released time for the Association President. Said released time shall be provided in not less than semester increments but may be provided for less than 100%. The Association shall pay full reimbursement to the District, in a timely manner, for said released time.

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ARTICLE 17: GRIEVANCE PROCEDURES

The purpose of this procedure is to provide a constructive process by which grievances may be resolved.

Definitions

1. A "grievance" is a formal, written allegation by a unit member that he/she has been adversely affected by a violation of a specific provision of this Agreement.

2. A "work day" is a day in which the administrative offices of the District are open for business.

3. The "immediate supervisor" is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.

4. A "grievant" is a unit member filing a grievance or the Association filing a grievance on specific provisions in Article 16, Rights of Association; Article 18, Negotiation Procedures; or Article 19, Savings Provisions.

5. A "representative" shall mean a representative of the Association selected by the grievant, except such representative shall not be from another employee organization. The District may have a representative to assist in processing the grievance.

6. A "party in interest" is the grievant, immediate supervisor, a representative, or other unit member or manager whose action may be required in order to resolve the grievance.

General Provisions

1. The grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District or the District application and/or interpretation of laws which are not included in this Agreement.

2. This grievance procedure shall not be construed by either party to require the processing of class action grievances. With mutual agreement of the District and Association, grievances filed by more than one unit member alleging violation of the same specific provision of this Agreement shall be processed concurrently as a single grievance. In such cases, participation by the grievants may be limited to one or more unit members.

3. The District and the Association agree that every effort shall be made by the District and the unit member to settle the grievance informally with the immediate supervisor.

4. Until final disposition of the grievance, the grievant is required to conform to the direction of his/her immediate supervisor. If the unit member fails to conform to the direction of his/her immediate supervisor, the unit member may be subject to appropriate disciplinary action.

5. Each party involved in a grievance shall act so that the grievance can be resolved promptly. Each party agrees to conform with the time limits contained in this Article; however, with the written consent of the parties in interest, the time limitations at any step may be extended.

6. Time limits provided in each step shall begin the day following the expiration of the previous time limit or the day following receipt of the written decision by the party in interest.

7. Grievance meetings shall be scheduled at times mutually acceptable to parties in interest during normal working hours. Parties in interest shall endeavor to schedule such meetings at times that do not interfere with classroom instruction.

8. All procedural documents dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant.

9. Forms necessary for the grievance procedure shall be prepared by the District and shall be given appropriate distribution to facilitate the grievance procedure.

10. A unit member may present a grievance relating to an alleged violation of this Agreement and have such grievance adjusted/resolved without the intervention of the Association as long as the adjustment/resolution is not inconsistent with the terms of this Agreement. The District shall not implement an adjustment/resolution of a grievance until the Association has received a copy of the grievance and the proposed adjustment/resolution and has been given an opportunity to file a written response within three (3) work days of receipt of the grievance and the proposed adjustment/resolution.

11. The grievant shall be present at each step of the grievance procedure except as may be limited in 2 above.

12. Representation on behalf of either party may begin at Step 2 of the grievance procedure at the option of either party.

13. All records and documents presented at each step of the grievance procedure shall be transmitted to the next higher step if the matter is appealed.

14. When a grievance has been filed by a unit member, the grievant may terminate the grievance procedure at any time by giving written notice to the District.

15. The grievance shall be terminated if the grievant fails to comply with the time limits.

16. The grievant may appeal the grievance to the next step in the grievance procedure if the District fails to comply with the time limits.

17. A decision rendered at any step shall be considered final unless an appeal is registered within the specified time limit. If a decision is not given to the grievant within the specified time limit, the grievant may appeal to the next available step.

18. No party in interest shall take reprisals against any other party in interest by reason of such participation.

Procedures

Step 1

Within ten (10) work days of the event or within ten (10) work days of when the aggrieved could reasonably be expected to have known of the event which gave rise to the grievance and before filing a formal, written grievance, the grievant shall attempt to resolve the matter through an informal conference with the grievant's immediate supervisor. The immediate supervisor shall communicate a decision to the unit member within five (5) work days after the informal conference. If the immediate supervisor fails to respond within the time limits, the grievance is deemed denied and the grievant may file a formal written grievance in conformance with Step 2. Only the grievant and the supervisor may be present at Step 1, except that, by mutual agreement, the parties may each have a representative.

Step 2

Within twenty (20) work days of the event or within twenty (20) work days of when the grievant could reasonably be expected to have known of the event which gave rise to the grievance, the grievant may file a formal, written grievance on the appropriate District form to the immediate supervisor. Failure to present such grievance within the time limit shall render the grievance null and void. The formal, written grievance shall include a clear, concise statement of the grievance, the circumstances involved, specific provisions of this Agreement allegedly violated, the decision rendered at the informal conference, if any, and the specific remedy sought. The immediate supervisor shall communicate a decision to the grievant in writing within five (5) work days after receiving the grievance. If the immediate supervisor fails to respond within the time limits, the grievance is deemed denied and the grievant may appeal to the next step.

Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate District form to the appropriate vice president or designee within five (5) work days after the decision of the immediate supervisor. The appeal shall include a copy of the original grievance; the decision rendered, if any; and a clear, concise statement of the reasons for the appeal. At the request of the grievant, a meeting shall be held between the grievant and the appropriate vice president or designee to discuss the grievance. The appropriate vice president or designee shall communicate a decision to the grievant in writing within five (5) work days after receiving the appeal. Step 3 constitutes the final step of this Grievance Procedure.

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ARTICLE 18: NEGOTIATION PROCEDURES

1. The Association agrees to submit its initial proposal for a successor agreement to the District no sooner than January 1, 1980.

2. Within three (3) calendar months after the Association submits its initial proposal to the District, the District shall adopt its initial proposal pursuant to Government Code Section 3547.

3. Within ten (10) working days of compliance with Government Code Section 3547 the District and the Association shall initiate negotiations sessions on the successor agreement.

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ARTICLE 19: SAVINGS PROVISION

1. The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity or unconstitutionality of any part. In the event of such severable action, the parties shall meet upon the request of either party to negotiate the replacement of such section, subsection, sentence, clause, or phrase in accordance with law.

2. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Amendments, any federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws, federal regulations and rules shall prevail. In the event of such conflict, the parties shall meet upon request of either party to negotiate the resolution of the conflict. All other provisions or applications of this Agreement shall remain in full force and effect.

ARTICLE 20: EFFECT OF AGREEMENT

1. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties and a written and signed amendment to this Agreement.

2. During the term of this Agreement, the parties expressly waive and relinquish the right to bargain collectively on any matter, whether or not specifically referred to or covered in this Agreement even though not within the knowledge or contemplation of either party at the time of negotiation and even though during negotiations the matters were proposed and later withdrawn.

3. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board Policy, College Procedures, and State laws to the extent permitted by State law, and that in the absence of specific provisions of this Agreement, Board Policy and College Procedures shall prevail.

ARTICLE 21: REDUCTION-IN-FORCE ACTIONS AND EFFECTS RELATED THERETO

The provisions of this article shall deal with potential reduction-in-force actions that the District may initiate.

A. The Association and District understand the legal provisions of the Education Code regarding reduction-in-force actions by the District, and nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall it be construed to remove the reduction-in-force protections of the Education Code for unit members.

B. The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions in force are necessary.

C. The District and Association agree that alleged violations of the procedure and requirements described in Items A and B above, shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article 17.

D. Article 4 (Health and Welfare Benefits) shall provide coverage through September 30 for those unit members who have worked the full preceding school year and who are given a layoff notice as a result of a reduction-in-force action by the Board on or before May 15 of any school year.

E. The District shall compensate a unit member laid off in accordance with a reduction-in-force action at his/her daily or hourly rate of pay for said year should they be utilized in a substitute capacity for an hourly, part-time, or full-time absent employee; if utilized as a substitute for a full-time employee, a laid-off employee shall receive District fringe benefit coverage pursuant to the provisions of Article 4 for each full month of said substitute service rendered during a full semester or school year replacement assignment.

F. Employees given a March 15 notice of intended non-reemployment for the following school year shall be entitled to utilize three (3) days of available personal necessity leave for purposes of bonafide job interviews with other prospective employers.

G. The retraining program described in Article 12 shall be applicable to laid-off unit members.

H. Except as provided for in E above dealing with substitution for full-time employees, laid-off unit members may, at their own expense, continue to purchase medical and dental coverage effective October 1 following layoff subject to insurance carrier approval and provisions.

I. The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter related to reduction-in-force actions, and effects related thereto, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 22: INCENTIVE FOR EARLY RETIREMENT

I. Purpose

This program is designed to encourage full-time unit members to retire prior to their planned retirement date.

II. Description of Program

A. All full-time unit members who are of retirement age (55 or over) and who are retiring pursuant to STRS or PERS regulations prior to or as of August 30 of each year during the term of the agreement shall be eligible for this program.

B. All full-time unit members participating in this program shall be credited with a severance allowance of $2,500 (not credited for STRS or PERS purposes) no later than June 30 of the year of retirement.

C. For full-time unit members participating in this program and with five (5) or more, but less than ten (10), full-time years in the District, the District will waive the ten-year employment requirement for medical benefits. Hospital and medical benefits will be continued for the employee including his/her eligible dependents at the time of retirement pursuant to Article 4, Section 13, of this Agreement.

D. Full-time unit members participating in this program who have more than ten (10) full-time years of certificated service with the District shall be credited with an additional severance allowance of $500 for every full-time year of paid certificated service in excess of ten (10) years in the District to a maximum of $5,000. A full year of paid certificated service shall be defined as 75% or more of days of service for the annual assignment. Such additional severance allowance shall be credited no later than June 30 of the year of retirement and shall not be credited for STRS or PERS purposes. Hospital and medical benefits will be continued for the employee, including his/her eligible dependents at the time of retirement, pursuant to Article 4, Section 13 of this Agreement.

E. At the election of the unit member, the severance allowance in Sections B and D may be paid in one installment in calendar year of retirement or subsequent to retirement, or one-half of the severance allowance in each of the calendar years.

F. At least five (5) unit members must retire in any given fiscal year for this program to be implemented for said year.

III. Application Procedures

To apply for this program a full-time unit member must submit the appropriate form secured from the Personnel Office to that office. All details of participation in the program shall be finalized on or before the last working day prior to the last scheduled Board meeting in June of the year of retirement.

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ARTICLE 23: TERM

1. This Agreement shall remain in full force and effect from July 1, 1986 up to and including June 30, 1989.

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APPENDIX A

SALARY SCHEDULE - 1986-87
EFFECTIVE JULY 1, 1986

	(I)	(II)	(III)	(IV)
	B.A. + 30	M.A.	B.A. + 60 Inc. M.A.	B.A. + 80 Inc. M.A.
1	$23,365	$24,747	$26,127	$27,512
2	$24,618	$26,002	$27,382	$28,769
3	$25,877	$27,260	$28,639	$30,023
4	$27,133	$28,517	$29,895	$31,281
5	$28,391	$29,771	$31,152	$32,536
6	$29,643	$31,029	$32,408	$33,794
7	$30,902	$32,285	$33,665	$35,050
8	$32,158	$33,542	$34,923	$36,308
9	$33,415	$34,799	$36,179	$37,561
10	$34,672	$36,057	$37,434	$38,820
11	$35,930	$37,310	$38,690	$40,076
12		$38,568	$39,948	$41,333
13			$41,204	$42,588
14				$43,846

For less than B.A. + 30 units in an academic area, use Column 1 less $801.

For 1986-87, unit member with an earned Doctorate shall be placed on Column IV and shall receive an additional $1,380.

On Column II, an increment of $1,259 shall be granted after completion of 15 years of service credited by the District.

On Column III, an increment of $1,259 shall be granted after completion of 16 years of service credited by the District.

On Column IV, an increment of $1,259 shall be granted after completion of 17 years of service credited by the District.

APPENDIX B
ACADEMIC CALENDAR - 1986-87

Unit members who are providing classroom instructional duties shall provide services in conformance with the following academic calendar:

Fall Semester Commences	September 8, 1986
Fall Semester Ends	January 26, 1987
Spring Semester Commences	February 2, 1987
Spring Semester Ends	June 15, 1987
Summer Session Commences	June 22, 1987
Summer Session Ends	July 31, 1987

HOLIDAYS

September 1, 1986	Labor Day
November 10, 1986	Veterans Day
November 27, 1986	Thanksgiving
December 25, 1986	Christmas Day
January 1, 1987	New Year's Day
January 19, 1987	Martin Luther King's Day
February 13, 1987	Lincoln's Day
February 16, 1987	Washington's Day
May 25, 1987	Memorial Day
July 3, 1987	Independence Day

RECESSES

November 28, 1986	Thanksgiving Recess
December 22, 1986- January 2, 1987	Winter Recess
January 27-30, 1987	Semester Recess
April 13-17, 1987	Spring Recess

First Semester: 87 days of instruction
Second Semester: 88 days of instruction

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and the Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

APPENDIX C
ACADEMIC CALENDAR - 1987-88

Unit members who are providing classroom instructional duties shall provide services in conformance with the following academic calendar:

Fall Semester Commences	September 9, 1987
Fall Semester Ends	January 28, 1988
Spring Semester Commences	February 8, 1988
Spring Semester Ends	June 17, 1988

Holidays

Labor Day
Veterans Day
Thanksgiving
Christmas Day
New Year's Day
Martin Luther King's Day
Lincoln's Day
Washington's Day
Memorial Day
Independence Day

Recesses

Thanksgiving Recess
Winter Recess
Semester Recess
Spring Recess

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and the Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

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APPENDIX D
ACADEMIC CALENDAR - 1988-89

Unit members who are providing classroom instructional duties shall provide services in conformance with the following academic calendar:

Fall Semester Commences	September 12, 1988
Fall Semester Ends	January 30, 1989
Spring Semester Commences	February 6, 1989
Spring Semester Ends	June 16, 1989

Holidays

- Labor Day
- Veterans Day
- Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King's Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Independence Day

Recesses

- Thanksgiving Recess
- Winter Recess
- Semester Recess
- Spring Recess

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and the Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

APPENDIX E: CLASS LOADS

The class loads of unit members who are providing classroom instructional duties during the regular school year will be in accordance with the following:

Subject	Classroom Hours Per Week Equating to a Full (100%) Load
Anthropology	15
Apprenticeship	
Lecture	15
Lab	24
Architectural Drafting	
Lecture	15
Lab	24
Art	
Lecture	15
Lab	20
Astronomy	
Lecture	15
Lab	21
Automotive	
Lecture	15
Lab	24
Biology	
Lecture	15
Lab	21
Business	
Lecture (except Typing)	15
Lecture (Typing)	17
Lab	24
Skills Center	20
Business Data Processing	
Lecture	15
Lab	24
Chemistry	
Lecture	15
Lab	21
Dental Assisting	
Lecture	15
Lab	24

Subject	Classroom Hours Per Week Equating to a Full (100%) Load
Early Childhood Education	
Lecture	15
Lab	24
Earth Sciences	
Lecture	15
Lab	21
Economics	15
Education	
Lecture	15
Lab	21
Electro-Mechanical Drafting	
Lecture	15
Lab	24
Electronics	
Lecture	15
Lab	24
Engineering	
Lecture	15
Lab (8,11,30)	21
Drawing	24
English	
Lecture	15
Skills Center	20
Exceptional Students	
Lecture	15
Lab	24
Supervision	30
Fashion Design	
Lecture	15
Lab	24
Fire Science	
Lecture	15
Lab	24
History and Political Science	15
Humanities	15

Subject	Classroom Hours Per Week Equating to a Full (100%) Load
Industrial Technology	
Lecture	15
Lab	24
Drawing	24
Math	15
Blueprint Reading	24
Journalism	
Lecture	15
Lab	20
Language	
Lecture	16
Language Skills Center	24
Library Science	
Lecture	15
Lab	24
Machine Technology	
Lecture	15
Lab	24
Mathematics	
Lecture	15
Skills Center	20
Music	
Lecture	15
Activity	20
Nursing	
Lecture	15
Lab (On Campus)	24
Clinic (Hospital)	24
Supervision	40
Philosophy	15
Physical Education	
Lecture	15
Activity	22
Physical Science	
Lecture	15
Lab	21
Physics	
Lecture	15
Lab	21

Subject	Classroom Hours Per Week Equating to a Full (100%) Load
Police Science	
Lecture	15
Lab	24
Psychology	
Lecture	15
Lab	21
Quality Technology	
Lecture	15
Lab	24
Radio and Television Production	
Lecture	15
Lab	20
Real Estate	15
Sociology	15
Speech	
Lecture	15
Lab	24
Supervision - Business and Industry	15
Theatre Arts	
Lecture	15
Lab	24
Welding	
Lecture	15
Lab	24

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ACTIVITY

Teaching loads will be adjusted for unit members assigned to certain activities. The following schedule shall be used in computing teaching loads for activities:

Activity	Weekly Teaching Load Credit Hours	Percent of Full-time Teaching Load
Art Gallery	4 hrs. Fall & Spring	20
Choral	4 hrs. Fall & Spring	16.67
Band	4 hrs. Fall & Spring	16.67
Play Production	4 hrs. Fall & Spring	16.67
Theatre	4 hrs. Fall & Spring	16.67
Forensics	4 hrs. Fall & Spring	16.67
Debate	4 hrs. Fall & Spring	16.67
Newspaper Production	4 hrs. Fall & Spring	16.67

Athletic Coaching Position	Fall	Spring	Percent of Full-Time Teaching Load	Stipend Factor	Teaching Contract Length (months)
M/W Archery		10	45.45	6.5	10
M/W Badminton		10	45.45	6.5	10
Women's Basketball		10	45.45	6.5	10
M/W Cross Country	10		45.45	6.5	10
Men's Golf		10	45.45	6.5	10
Men's Soccer	10		45.45	6.5	10
Women's Softball		10	45.45	6.5	10
M/W Swimming		10	45.45	6.5	10
Men's Tennis		10	45.45	6.5	10
Women's Tennis		10	45.45	6.5	10
Women's Volleyball	10		45.45	6.5	10
Men's Water Polo	10		45.45	6.5	10
Men's Football-Head	10	4	45.45/18.18	10.0	11
Men's Football-Asst.	10		45.45	6.5	10-1/2
Men's Basketball-Head	10	4	45.45/18.18	8.0	10-1/2
Men's Basketball-Asst.	10		45.45	4.5	10
Men's Baseball		10	45.45	7.5	10
M/W Track/Field-Head		10	45.45	7.5	10
M/W Track/Field-Asst.		10	45.45	4.5	10
Men's Wrestling	10		45.45	7.5	10-1/2
Men's Athletic Trainer	10	5	45.45/22.73	11.5	10-1/2
Women's Athletic Trainer	5	10	22.73/45.45	9.0	10
Men's Ath. Coordinator	8	8	36.36/36.36	13.0	10
Womens Ath. Coordinator	8	8	36.36/36.36	13.0	10
Intramurals Coordinator	4	4	18.18/18.18		

STIPEND* = FACTOR X BASE

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*Stipend is for additional responsibilities beyond the normal assignment.

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APPENDIX F

RIO HONDO COMMUNITY COLLEGE — STUDENT INSTRUCTIONAL SURVEY

NCS Trans-Optic MB70-10073 321

TICKET #			
⓪	⓪	⓪	⓪
①	①	①	①
②	②	②	②
③	③	③	③
④	④	④	④
⑤	⑤	⑤	⑤
⑥	⑥	⑥	⑥
⑦	⑦	⑦	⑦
⑧	⑧	⑧	⑧
⑨	⑨	⑨	⑨

Rio Hondo Community College is eager to secure a frank and honest statement from the members of this class to aid teaching effectiveness. Please do not place your name on this questionnaire. The anonymous responses from the students in this class will be summarized and the results will be sent to your instructor. Consider carefully each of the items listed below and rate each one as fairly and as objectively as you feel you can. Try not to let your general feeling toward the instructor or the course affect your answer on each individual item. If after carefully considering any item, you feel unable to answer it, mark the last response. You are asked to give your opinion on each of the questions by filling in the appropriate bubble.

PLEASE USE A #2 PENCIL AND MAKE NO STRAY MARKS. THANK YOU.

1.	**How many units have you completed at Rio Hondo Community College?**				
	0 - 15 ○	16 - 30 ○	31 and above ○	Don't know ○	
2.	**What is your approximate cumulative grade-point average?**				
	3.5 - 4.0 ○	3.0 - 3.4 ○	2.5 - 2.9 ○	2.4 or below ○	Don't know ○
3.	**What grade do you expect to receive in this course?**				
	A or B ○	C or Credit ○	D ○	F or No Credit ○	Don't know ○
4.	**Is the workload appropriate for the credit received in this class?**				
	Yes, most of the time ○	No, the workload is excessive ○	No, the workload is too light ○	No Opinion ○	
5.	**Do the examinations or other required assignments reflect important aspects of the course?**				
	Yes, most of the time ○	Yes, sometimes ○	No ○	No Opinion ○	
6.	**Is the class size satisfactory for this particular class?**				
	Yes, most of the time ○	No, the class is too large ○	No, the class is too small ○	No Opinion ○	
7.	**Are the facilities and the equipment adequate and properly maintained?**				
	Yes ○	No ○	No Opinion ○		
8.	**The instructor is knowledgeable about the subject matter being taught.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
9.	**The instructor uses class time well.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
10.	**The instructor is well-prepared for class.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
11.	**The instructor encourages students to think for themselves.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
12.	**The instructor is available to assist students outside of class time.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
13.	**The instructor makes helpful comments on required assignments such as papers, examinations, and/or projects.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
14.	**The instructor allows for differences of opinion during class discussions.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
15.	**The instructor encourages class discussion.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
16.	**The instructor answers questions clearly and thoroughly.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
17.	**The instructor acquaints the students at the beginning of the course with course requirements, evaluation procedures, field trip demands, and attendance requirements.**				
	Yes ○	No ○	Don't know ○		
18.	**In this class, I feel free to ask questions and express my opinion.**				
	Strongly agree ○	Agree ○	Disagree ○	Don't know ○	
19.	**Instructor supplied question #1. (If applicable)**				
	A ○	B ○	C ○	D ○	E ○
20.	**Instructor supplied question #2. (If applicable)**				
	A ○	B ○	C ○	D ○	E ○
21.	**Instructor supplied question #3. (If applicable)**				
	A ○	B ○	C 79 ○	D ○	E ○

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APPENDIX G

RIO HONDO COLLEGE

UNIT MEMBER EVALUATION REPORT

________________ Date

________________ Evaluation Period

UNIT MEMBER________________________ ASSIGNED DEPARTMENT________________

EVALUATOR________________________

Status: First Year Full-Time Contract____
Part-Time Instructional ____
Second Year Full-Time Contract____
Part-Time Non-Instructional ____
Full-Time Regular____

A. Each of the following roles and responsibilities shall be considered by the evaluator in this evaluation and the judged performance noted. Specific written comments are required when an item is marked unsatisfactory.

		SATISFACTORY	UNSATISFACTORY	NOT APPLICABLE
1.	Teaches courses in accordance with the objectives and course content identified in the course outline.			
2.	Meets classes/assignments in accordance with scheduled assignment sheet.			
3.	Acquaints the students at the beginning of the course with course requirements, evaluation procedures, field trip demands, and attendance requirements.			
4.	Submits the required reports to the proper office pursuant to established schedules.			
5.	Maintains accurate grade and attendance records for students enrolled in classes.			
6.	Is available for assisting students outside of assigned classroom hours and maintains posted office hours.			
7.	Is available for assignment of scheduled classes/hours throughout the week.			

	SATISFACTORY	UNSATISFACTORY	NOT APPLICABLE	
8. Regularly attends scheduled faculty meetings and scheduled department meetings.				
9. Gives prior notification to department chairperson, and/or designee, if unable to meet any class or scheduled assignment.				
10. Complies with procedures and policies contained within the faculty handbook.				
11. Effectively communicates subject matter to students.				
12. Instructs at the appropriate instructional level of the course.				
13. Respects all students regardless of ethnicity, handicap or sex and allows for differences of opinion.				
14. Is adequately prepared for assignments.				
15. Treats students in a fair and impartial manner.				
16. Provides for the safe use of facilities, equipment and materials.				
17. Works effectively with employees.				

COMMENTS:____

____

____

B. The following roles and responsibilities are deemed valuable but all unit members may not have the opportunity to perform each. It is desired that unit member will participate in selected areas of his/her choice, depending on assignment, interest and opportunity. The narrative evaluation included in this section should identify achievement in these roles. Included here will be reference to other contributions of the unit member to the teaching professions.

1. To develop, implement, and evaluate the instructional program as a continuous process, i.e., selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, budget preparation, and teaching assignments.

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2. To provide counseling and guidance to students in a manner of selecting courses, academic achievement, and career planning within the instructor's discipline.

3. To participate in the selection of certificated and classified staff.

4. To participate in the planned evaluation of certificated and classified staff.

5. To serve as member of college and departmental committees.

6. To take advantage of opportunities provided by the College to attend conferences, apply for leaves and grants, advanced study or related work experience, and staff development programs.

7. To participate in the active recruitment of students.

8. To perform college-related community services to the community.

9. To articulate (to explain and promote acceptance of the college curriculum), including visitations with high schools, colleges and universities.

10. To provide job placements for students.

11. To participate in organization and implementation of advisory committees.

12. To participate in co-curricular activities on and off campus.

13. To participate in the accreditation process.

14. To participate as a speaker in the community and community program.

15. To assist in the planning of facilities.

Provide Narrative in Space as Needed

____

____

C. Overall Evaluation

I judge this unit member to be ________________________
Satisfactory or Unsatisfactory

____
Signature of Evaluator

D. Improvement Program (if any)

Outline program of improvement that would lead to satisfactory rating. Be specific and key suggestions to improvement plan in Section III K. Provide narrative as needed.

E. Unit Member Response (if any)

I wish to make the following comments:

F. I have reviewed the contents of the evaluation.

Signature of Unit Member   Date

One copy to Unit Member
One copy to Personnel File
One copy to Evaluator's File

APPENDIX H

RIO HONDO COMMUNITY COLLEGE DISTRICT
MEDICAL INSURANCE PLAN
FOR ALL CERTIFICATED EMPLOYEES

COMPANY:	CROWN LIFE INSURANCE	POLICY NUMBER:	49018
ARRANGED BY:	KEENAN & ASSOCIATES	EFFECTIVE DATE:	OCTOBER 1, 1984

COMPREHENSIVE MAJOR MEDICAL PLAN

SCHEDULE OF BENEFITS

LIFETIME MAXIMUM	$1,000,000 PER INSURED
DEDUCTIBLE PER INSURED	$150 OF ELIGIBLE EXPENSES PER CALENDAR YEAR. THE DEDUCTIBLE IS PER INSURED WITH A MAXIMUM OF THREE PER FAMILY.
CO-INSURANCE/STOP LOSS	THIS PLAN PAYS 80% OF THE FIRST $2,000 OF ELIGIBLE EXPENSES IN A CALENDAR YEAR. ELIGIBLE EXPENSES IN EXCESS OF $2,000 PER INSURED WITHIN A CALENDAR YEAR ARE PAID AT 100%, EXCEPT FOR OUTPATIENT PSYCHIATRIC CARE. ELIGIBLE CHARGES ARE THOSE CHARGES MADE TO AN INSURED FOR NECESSARY MEDICAL CARE, SERVICES OR SUPPLIES ADMINISTERED BY OR ORDERED BY A LICENSED PHYSICIAN WHICH DO NOT EXCEED THE USUAL, CUSTOMARY, AND REASONABLE CHARGE.
HOSPITAL DAILY ROOM AND BOARD	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR SEMI-PRIVATE ROOM AND DAILY SERVICES.
INTENSIVE CARE AND CORONARY CARE UNITS	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES.
OTHER HOSPITAL SERVICES	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
ELIGIBLE EXTENDED CARE FACILITY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR SEMI-PRIVATE ROOM AND ELIGIBLE ANCILLARY SERVICES. CUSTODIAL CARE IS NOT A COVERED SERVICE.
SURGEON, ASSISTANT SURGEON, ANESTHETIST, X-RAY, RADIUM AND RADIOACTIVE ISOTOPE THERAPY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR IN-PATIENT SURGERY WHEN A ROOM AND BOARD CHARGE IS MADE. 100% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR OUT-PATIENT SURGERY, WHEN THERE IS NO ROOM AND BOARD CHARGE MADE.
DOCTOR VISITS IN THE HOSPITAL OR ELIGIBLE EXTENDED CARE FACILITY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
IN-HOSPITAL PSYCHIATRIC CARE	SAME AS ANY OTHER ILLNESS TO $25,000 LIFETIME MAXIMUM.
DOCTOR HOME AND OFFICE VISITS; BLOOD AND BLOOD TRANSFUSIONS; OUTPATIENT PRESCRIPTION DRUGS; PRIVATE DUTY REGISTERED NURSE; OUTPATIENT DIAGNOSTIC X-RAY & LAB; ARTIFICIAL LIMBS AND EYES; RENTAL OR PURCHASE OF DURABLE MEDICAL EQUIPMENT	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
AMBULANCE	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES.
SUPPLEMENTARY ACCIDENT BENEFIT	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES. DEDUCTIBLE IS WAIVED.
FIRST YEAR WELL BABY CARE	UP TO $100 FOR OUT-OF-HOSPITAL PEDIATRIC CARE INCLUDING IMMUNIZATIONS DURING FIRST YEAR OF LIFE.
OUTPATIENT PSYCHIATRIC CARE	50% TO $20 MAXIMUM PAYMENT PER VISIT; MAXIMUM OF 50 VISITS DURING CALENDER YEAR.

EXCLUSIONS AND LIMITATIONS

Eligible expenses shall not include any charges for services and supplies furnished: INELIGIBLE HOSPITAL AND MEDICAL EXPENSES--No amount will be payable for care, services or supplies rendered or supplied to an insured:

1. In connection with general health examination;
2. For eye refractions or the cost of fitting of eyeglasses or hearing aids;
3. For the cost of fitting of contraceptive devices;
4. For personal comfort items;
5. In connection with a bodily injury or sickness covered by any Workers' Compensation Law or similar legislation;
6. In connection with an injury which has been self-inflicted while sane or insane;
7. In connection with an injury or disease resulting from insurrection or war whether war be declared or not, or any act incident thereto, or participation in any riot;
8. For which benefits or services are provided for the insured under any government plan, group, franchise, or other insurance or prepayment plan (other than this Policy) arranged through any employer, union, trustee, or employee benefit association;
9. To which the insured is entitled without charge by law or for which there is no cost for any other reason;
10. For charges which are unreasonable. Unreasonable charges shall include:
    (a) charges for any services, treatments or supplies in excess of such charges as would have been made in the absence of this insurance; and
    (b) charges for services or supplies in excess of the Customary and Reasonable Charges. Customary charges are the prevailing charges in the area for services of the same nature and duration and performed by a person of similar training and experience, or for substantially equivalent supplies.
11. For cosmetic medical or surgical care, unless rendered as a result of reconstructive cosmetic surgery and the insured submits satisfactory proof that such care is necessary to restore tissue damaged by disease or accidental bodily injury;
12. As a result of an elective abortion;
13. For dental care or services, other than hospital charges or eligible expenses incurred as a result of accidental injury to natural teeth, except that charges for dental care rendered by a dentist for the repair of damage to sound natural teeth, including the replacement of sound natural teeth or the setting of a fractured or dislocated jaw, caused by a direct accidental blow to the mouth (and not by an object wittingly or unwittingly placed in the mouth) sustained while insured, will be considered as Eligible Charges, provided such charges are incurred while the insurance is in force and within 90 days of the date such injury is sustained.

GENERAL INFORMATION

ELIGIBLE EMPLOYEES

All active full-time or regular part-time Certificated employees of the District working half-time or more per week.

ELIGIBLE DEPENDENTS

Dependents include spouse and unmarried children from birth to age 19; unmarried children from age 19 to age 25, provided such children are dependent upon the employee for at least fifty percent of their financial support and for whom the employee is entitled to an exemption for income tax purposes. Dependent children who are currently insured and who are mentally retarded or physically handicapped, and incapable of self-support, may continue coverage beyond age 25 provided satisfactory proof of disability is submitted to Crown Life Insurance Company. Children include stepchildren, adopted and foster children of the employee. Coverage for eligible dependents will become effective on the date coverage for the employee upon whom they are dependent becomes effective, unless that dependent is hospital confined. In that event, coverage will not become effective until such dependent ceases to be hospital confined. An employee is required to enroll dependents within 31 days of the employee's Effective Date of insurance or within 31 days of the date on which dependents are acquired.

PRESENT EMPLOYEES

You are eligible for this insurance on the Plan Effective Date provided you are actively at work on a full-time or regular part-time basis; or if not actively at work, able to perform all the duties of your occupation on that date. Otherwise, coverage will become effective on the date you return to work and resume all normal duties.

NEW EMPLOYEES

Employees hired after the Plan Effective Date will become eligible for this insurance on the first of the month coinciding with or next following date of hire provided they are actively at work on a full-time or regular part-time basis; or if not actively at work, able to perform all the duties of their occupation on that date. Otherwise, coverage will become effective on the date they return to work and resume all normal duties.

COORDINATION OF BENEFITS

If an insured individual is entitled to benefits under any other plan which will pay part or all of the expenses incurred, the amount of benefits payable under this Plan will be reduced so that the aggregate amount paid will not exceed 100% of eligible charges.

TERMINATION OF INSURANCE

Your insurance will terminate on the last day of the month during which: you terminate employment; you are no longer a member of an eligible class; premium payments cease; or on the day the Master Policy terminates, whichever occurs first. Dependent benefits shall automatically cease when such person is no longer an eligible dependent, or when the employee's insurance terminates, whichever occurs first.

HOW TO FILE A CLAIM FOR MEDICAL BENEFITS

Claim forms are available at your District Office. You should complete the claim form and forward it directly to Crown Life Insurance Company. Payment will be made directly to you; if benefits are assigned, payment will be made to the provider of service. Submit claim for to: CROWN LIFE INSURANCE COMPANY, P.O. BOX 13647, Sacramento CA 95853-3647; 1-(800)-336-1400.

This literature does not create or confer any rights. It is only a brief outline of the Plan and is not to be accepted or construed as a substitute for the provisions of the Master Policy.

AGREEMENT RATIFICATION SIGNATURES

ON BEHALF OF THE RIO HONDO COLLEGE FACULTY ASSOCIATION/ CTA-NEA	ON BEHALF OF THE RIO HONDO COMMUNITY COLLEGE DISTRICT
Thomas J Miller	
Rosemary C. Brown	
Orpha L Becker	
	Susan F Toman

DATE OF RATIFICATION February 25, 1987

SAN DIEGO COMMUNITY COLLEGE TEACHERS ASSOCIATION

CALIFORNIA TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

AGREEMENT, July 1, 1984 through June 30, 1987.

Includes 1986-87 Amendments.

Personnel Services
San Diego Community Colleges
3375 Camino Del Rio South
San Diego, CA 92108

SAN DIEGO COMMUNITY COLLEGE DISTRICT

The San Diego Community College District

3375 Camino del Rio South, San Diego, CA 92108 (619) 584-6500

Personnel Services

Director	584-6950
Payroll Manager	584-6582
Personnel Manager	584-6589
Benefits	584-6587
Compensation	584-6576
Recruitment	584-6580

March 17, 1986

TO: District Managers
College Instructors

RE: CTA AGREEMENT, ARTICLE X
EMPLOYEE BENEFITS

Attached is Article X - Employee Benefits which becomes effective January 1, 1986. Please incorporate this Article with your current copy of the CTA Agreement, July 1, 1984 - June 30, 1987.

Wayne Murphy

Wayne Murphy, Director
Personnel & Administrative Services

lrm

Attachment

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES

OF THE

SAN DIEGO COMMUNITY COLLEGE DISTRICT

AND THE

SAN DIEGO COMMUNITY COLLEGE TEACHERS ASSOCIATION/CTA/NEA

The following Agreement has been reached by designated representatives of the Board of Trustees and the San Diego Community College Teachers Association/CTA/NEA, in accordance with the California Educational Employment Relations Act. Provisions of this Agreement are effective July 1, 1986 through June 30, 1987, unless otherwise specified herein.

Richard L. Johnston, President
Board of Trustees
San Diego Community College District

Frederick J. Horn, President
San Diego Community College Teachers Association

Date: Feb. 11, 1987

February 11, 1987

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ARTICLE I - AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Diego Community College District ("Board") and the San Diego Community College Teachers Association/CTA/NEA ("Association"), an employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code ("Act").

ARTICLE II - RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative of all certificated employees in the college program recognized by the Public Employees Relations Board, excluding administrators, athletic director, associate deans, instructional supervisors, teacher-coordinators, food service management, counselor-enabler, director of registered nursing, director of vocational nursing, and all management, supervisory, and confidential employees.

ARTICLE III - NON-DISCRIMINATION

3.1 The District shall not interfere with, intimidate, restrain, coerce, or discriminate against faculty members because of the exercise of rights, organizational leadership, or membership in the Association.

3.2 No faculty member in the bargaining unit shall be appointed, reduced, removed, or in any way favored or unlawfully discriminated against because of his/her political opinions or affiliations, or because of race, sex, national origin, religion, marital status, domicile, age, or physical handicap.

ARTICLE IV - GRIEVANCE

4.1 DEFINITIONS

4.1.1 A grievance is defined as an allegation that there has been a violation, misapplication or misinterpretation of the terms of this agreement.

4.1.2 A grievant is the Association or faculty member(s) making the claim.

4.1.3 A party in interest is the Association, the District, or any individual who might be required to take action or against whom action might be taken in order to resolve the claim.

4.1.4 Days shall mean calendar days.

4.1.5 An immediate supervisor means the individual who assigns, reviews, and directs the work of the grieving faculty member.

4.2 PURPOSE

4.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of faculty members.

4.2.2 Nothing contained herein will be construed as limiting the right of any grievant to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at the meeting at which the adjustment was made and to state its views.

4:3 PROCEDURE

4.3.1 First Step

No later than forty-five (45) days after the grievant knew or should have known an alleged grievance occurred, an attempt shall be made to resolve the matter in informal, confidential, verbal discussion between the grievant and the grievant's supervisor. The supervisor shall make his or her decision known to the grievant in writing within four (4) days of the meeting. A copy of this decision shall be sent to the Association Grievance Chairperson.

4.3.2 Second Step

If the grievance cannot be resolved informally, the grievant or the Association shall reduce the allegation and remedy sought to writing on the District Grievance Form. Such forms are available from the District or from the Association. The grievant must file, within ten (10) days of the supervisor's written decision, a completed copy of the Grievance Form. Within ten (10) days after such written grievance is filed, the grievant, the Association, and the College President shall meet to attempt to resolve the grievance. The President shall provide a written decision to the grievant and the Association Grievance Chairperson within ten (10) days of the meeting. The grievant may represent himself/herself or may elect Association representation.

4.3.3 Third Step

If the grievance has not been resolved at the Second Step, the grievant or the Association may file, within ten (10) days of the President's decision, an exact copy of the written grievance on the Grievance Form with the Director of Personnel Services and with the Association. Within ten (10) days after such written grievance is filed, the grievant, the Association, and the Chancellor shall meet to resolve the grievance. The Chancellor shall provide the grievant and the Association Grievance Chairperson with a copy of the written decision within ten (10) days following the Third Step meeting.

4.3.4 Fourth Step

1) Within thirty (30) days following receipt by the grievant of the Third Step decision, the grievance may be submitted to arbitration. The Association shall notify the Chancellor, using the grievance form provided by the District, that arbitration will be sought. Within five (5) days of such notification, the Association shall request arbitration by the State Conciliation Service. Selection of the arbiter and arbitration proceedings shall be in accordance with the guidelines of the American Arbitration Association. Fees and expenses, if any, of the arbiter shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The arbiter shall present his/her written decision to the grievant and the District, and that decision must be acted upon by the Board of Trustees within ten (10) days or one (1) business meeting after receipt of such advisory decision, or the decision stands, except in the event that the action taken by the Board of Trustees is to postpone; then, the Trustees shall be required to take final action within ten (10) additional days.

2) The arbiter is without power or authority to make any decision which requires the commission of an act prohibited by law or which adds to, or subtracts from, disregards, or alters any of this Agreement.

3) a) If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbiter only after he/she has had an opportunity to hear the merits of the grievance.

b) The arbiter shall restrict his/her considerations to the written statement of the grievance and remedy as originally filed.

c) The arbiter shall not have the power to award punitive damages.

4) In a case where the arbiter's award sustains the grievant, but the Board subsequently fails to accept such recommendation and instead modifies or reverses the arbiter's decision, then the Association may seek enforcement of the Agreement in a court of competent jurisdiction.

5) The Board and the Association may, by mutual agreement, utilize expedited American Arbitration Association procedures.

4.4 CONDITIONS AND MISCELLANEOUS PROVISIONS

4.4.1 A grievance which involves a group or "class" of faculty members may be initiated at Step Two or Step Three as appropriate.

4.4.2 The resolution of a grievance with an individual must have the concurrence of the Association in order to be considered precedential with regard to subsequent grievances.

4.4.3 The grievant shall have the right to be represented by an Association representative at each step; but when the grievant is a faculty member, the grievance cannot be processed beyond the Third Step without the approval of the Association.

4.4.4 All materials concerning a grievance shall be kept in a file separate from the personnel file. Access to the grievance file shall be limited to administration personnel who have a legitimate need to have such access. The grievant and the Association shall be permitted to view any grievance documents which were exchanged as a part of the grievance procedure, including the grievance itself, the replies at each step, and correspondence between the parties.

The faculty member and the Association shall not have access to District notes or other materials compiled in the District's preparation for grievance hearings and which were not shared in a direct manner during the grievance processing.

4.4.5 Time limits specified at each level should be considered maximums, and every effort should be made to expedite the processing of grievances.

4.4.6 In the event a grievance is initiated or filed at such a time that it cannot be processed through all the levels of this procedure by the end of the academic year, it may be continued in the fall with the remaining days counted beginning with the second week of the fall semester.

4.4.7 If the faculty member files any grievance other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

4.4.8 The failure of the faculty member to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4.4.9 An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving faculty member or of the staff. Faculty members involved in grievance processing shall be provided released time when necessary.

4.4.10 Once a grievance is filed at Step Two the Association may continue to process the grievance even if the individual grievant chooses to withdraw.

4.4.11 Prior to submission of a grievance to arbitration, either party may ask for the services of the State Conciliation Service for mediation and recommendation.

ARTICLE V - PART-TIME FACULTY

5.1 It shall continue to be the District's policy to utilize the experience of temporary faculty gained in prior service to the District when making class assignments. The Dean of Instruction at each site shall publish procedures to assure uniformity in assessing experience. When the services of an hourly rate faculty member are terminated for reasons other than lack of enrollment, such faculty member shall receive a written statement of the reason for termination.

5.2 All hourly, extra-hourly teaching, and non-teaching assignments during the school year and summer session, as determined by management, shall be temporary and shall be paid for at the hourly rate of pay. The number of hours to be worked and the duration of the assignment shall be determined by management.

5.3 All persons may receive information concerning hourly vacancies by contacting the appropriate dean in the City or Mesa region prior to the first (1st) day of class.

5.4 Part-time temporary hourly instructors shall receive a Notice of Personnel Action which shall serve as a contract of employment. Such contracts shall include the timekeeping location, salary to be paid, the beginning and ending date of the contract, and other pertinent information. Such contracts can be cancelled at the option of the District if the enrollment is insufficient by District standards, or for cause.

5.5 It is the responsibility of part-time faculty members to notify management of their availability for employment in a succeeding semester.

5.6 Part-time faculty shall be provided with the opportunity to share general office space on each campus with contract faculty in order to meet students and to prepare and store instructional materials.

5.7 A joint study committee shall be established and composed of equal representatives from SDCCTA and management in order to determine the Districtwide utilization of temporary, hourly faculty in designated general education subject areas. The results of the utilization analysis shall be presented to management, and it will be the District's intent to authorize additional contract teaching positions in areas where the study shows an excessive reliance on temporary, hourly faculty.

5.8 Part-time temporary hourly instructors shall be covered by all provisions of this Agreement in which they are specifically included as faculty members, employees, bargaining unit members, or hourly employees.

ARTICLE VI - WORKING CONDITIONS

6.1 Complaints from faculty with regard to classroom noise, ventilation, water leakage, and other similar problems shall be reported to the SDCCTA. The District and SDCCTA shall meet and confer in an attempt to resolve such problems.

6.2 Each contract or regular faculty member shall be provided with properly maintained, lighted, and ventilated office space which shall include:

6.2.1 A lockable door.
6.2.2 One (1) desk with one (1) lockage drawer.
6.2.3 One (1) appropriate desk chair.
6.2.4 One (1) suitable chair for visitors.
6.2.5 One (1) lockable filing cabinet.
6.2.6 Adequate shelving for books.

6.3 The District shall provide each faculty member with keys to his/her office space, desk, and filing cabinet, as appropriate. Each temporary hourly or part-time contract faculty member, at his/her request, shall be provided, whenever feasible, with desk space and lockable drawers located at his/her teaching site.

6.4 A faculty lounge shall be maintained on each campus. Each lounge shall be adequately furnished, properly maintained, quiet, and comfortable. Faculty at Miramar, Mesa, City, and ECC shall have access to an adequate supply of nourishing food.

6.5 The District shall provide necessary support services and equipment to faculty members in the carrying out of their instructional assignments. Services and equipment shall be provided so as to permit maximum availability and reasonable convenience to all faculty members. Support equipment shall be adequately maintained and repairs shall be made within a reasonable time period. Services and equipment shall include, but are not limited to, the following:

Sufficient secretarial assistance for each department,
Audiovisual equipment and media,
Laboratory assistants for academic and occupational labs where appropriate,
Clerical assistants,
Duplicating services,
Reasonable access to:
    an electric typewriter,
    one test scanner,
    one ditto machine,
    Computer with word processing and printing capabilities.
Telephones and a system for relaying telephone messages promptly.
Duplicating services for all employees shall not take longer than five working days.
Unmanageable equipment delivered to classroom at major sites upon request.

6.6 Each faculty member shall be provided parking space located within reasonable distance of his/her office. Specially identified, appropriately proximate parking space shall be provided for all handicapped faculty members. All necessary parking decals or stickers shall be provided by the District at no cost and shall identify faculty members as such.

6.7 Faculty members' participation in, or attendance at, all District-sponsored functions and activities shall be voluntary.

6.8 All meetings called by District/college administration shall be scheduled during the faculty members' regular duty day.

6.9 All classes shall be assigned to rooms and laboratories which can properly accommodate them and which are properly lighted, ventilated, equipped, and maintained.

6.10 When attendance is required at graduation ceremonies, the District shall furnish required academic attire at no cost to the faculty member.

6.11 Contract faculty members shall be notified in writing at least six (6) weeks in advance of a given academic term of their tentative course schedules for the ensuing term. Each contract faculty member shall have the right to consult with his/her immediate supervisor to resolve scheduling conflicts or problems. If disputes arise among contract faculty members regarding their schedules, which cannot be resolved informally at the department level, resolution shall be made on the basis of the following criteria:

a. Program needs

b. Length of service in the department

6.12 Faculty members may schedule meals at their own discretion consistent with scheduled assignments.

6.13 In the event that the Administration orders the cancellation of a scheduled class meeting due to power failure, bomb threat, or other justified cause as determined by management, hourly faculty who report for duty and were not notified in advance of said cancellation shall be paid for one (1) hour reporting time.

6.14 Identification cards shall be issued to all faculty members each year. These cards will identify the faculty member as a faculty member.

6.15 The District shall renew its commitment to the concept and implementation of affirmative action in the hiring and retention of faculty members.

ARTICLE VII - WORK LOAD

7.1 WORKDAY

7.1.1 Work Site

Work site shall be defined as a college campus or any other place designated by management where instruction and/or services are performed.

7.1.2 Teaching and Non-Teaching Faculty Members

Each full-time teaching and non-teaching faculty member shall be assigned duties and/or responsibilities which require the faculty member to be at an assigned work site or sites for no more than eight (8) consecutive clock hours on any day.

1) Exceptions must have the approval of the faculty member.

2) When an instructor has assignments on several sites, travel time shall be considered part of the total workday.

7.1.3 Faculty shall not be required to be present on site during days when college classes are not in session, except as otherwise specified in this Agreement.

7.2 WORKWEEK

7.2.1 General

Instruction and other services shall be scheduled on Monday through Saturday. Saturday assignments may be made only with the consent of the instructor. In exceptional circumstances, as mutually agreed, assignments which require instruction and/or services to be performed on Sunday may be made. In such cases, the faculty member shall be paid at a rate equivalent to his/her pay rate on the hourly pay schedule. All faculty, teaching and non-teaching, shall be expected to work a minimum of forty (40) hours per week.

7.2.2 Teaching and Non-Teaching Faculty Member

Each full-time teaching and non-teaching faculty member shall be assigned duties and/or responsibilities up to five (5) days in each full week that is part of the officially adopted college calendar and/or the period of that faculty member's contract, for a total of not more than forty (40) clock hours per full week.

7.3 GENERAL ASSIGNMENT/LOAD REQUIREMENT

Under the direction and supervision of management, full-time instructors, of college credit courses, shall maintain on-campus hours and off-campus hours in accordance with the specific assignment/load responsibilities set forth below.

7.4 SPECIFIC ASSIGNMENT/LOAD REQUIREMENTS

7.4.1 Maintain a workweek schedule totaling forty (40) hours per week, including a minimum of thirty (30) hours per week on campus and a maximum of ten (10) hours per week in off-campus activities. The apportionment of the forty (40) hours per week shall be distributed as follows:

WEEKLY TEACHING HOURS ASSIGNED

Division	Activity	Instruction Hours	Advisement Office Hrs	Campus-Assigned Activities*	Optional Off-Campus	Total Hours
Arts and Science	1. Lecture. . . .	15	5	10	10	40
	2. Laboratory . .	20	5	5	10	40
	-Music	20	5	5	10	40
	-Art	20	5	5	10	40
	-P.E.	20	5	5	10	40
	3. Comb.Lect/Lab.	18	5	7	10	40
	4. P.E.w/Coaching	22	5-0	3	10	40
Occupational Education	1. Lecture . . .	15	5	10	10	40
	2. Bus. Lab . . .	20	5	5	10	40
	3. Comb.Lect/Lab.	18	5	7	10	40
	4. Tech. Courses.	18-25	5-0	7-0	10	40

1) Combination assignments (lecture/laboratory) shall reflect a work load ratio consistent with the needs of the program and the specific requirements of the curriculum.

2) The program manager shall determine the assignments or combinations of assignments.

3) Work experience supervision shall be assigned as a percentage of load (e.g., twenty-five [25] assigned students shall equal twenty [20] percent load).

4) Minor variations necessitated by scheduling problems may be adjusted over the course of the year.

7.4.2 A committee consisting of equal numbers of representatives from both SDCCTA and management shall be established to review the work load for technical courses. The committee shall recommend appropriate loads to the SDCCTA and the District Bargaining Team for the 1987 round of bargaining.

---

*Campus-assigned activities may include (but are not limited to) the following: Preparation for classes, grading papers, record keeping, committee meetings, senate activities, and curriculum development or revision.

7.5 NON-TEACHING FACULTY GUIDELINES

7.5.1 Counselors--35 hours assigned on campus, 5 hours off campus.
7.5.2 Librarians/Media Center Faculty--40 hours assigned on campus.
7.5.3 Child Development Center Instructors--40 hours assigned on campus, including center supervision and classroom instruction.
7.5.4 Nurses--40 hours assigned on campus.

7.6 CLASS SIZE

7.6.1 Numbers in any class (class size) shall be recommended by the faculty, subject to the approval of management considering the nature of the class, the size of the room, and/or the number of student stations.

1) In no event shall class size exceed legal limits regarding space requirements per student.

2) Decisions regarding the cancellation of scheduled classes shall be made by management.

7.7 WORK ASSIGNMENT FOR FULL-TIME TEACHING FACULTY

7.7.1 General

When the work assignment for each teaching faculty member is prepared, primary consideration will be given to the professional training and experience of the faculty member, the classes to be taught, and the days and hours the classes assigned are to be scheduled.

7.7.2 Consecutive Class Assignments

1) Consecutive lecture-discussion classes shall be limited to a maximum of two (2) class periods.

2) Consecutive laboratory or lecture-laboratory classes shall be limited to a maximum of four (4) hours.

3) Subject to agreement between the instructor and management, these maximums may be increased.

7.7.3 Number of Preparations Assigned

1) The assignment for a teaching faculty member shall be limited to a maximum of three (3) different preparations during any semester.

2) Subject to agreement between the instructor and management, the number of preparations assigned may be increased. When this occurs, the faculty member may be compensated by a reduced number of preparations during the following semester.

7.7.4 Evening Assignment

1) When a faculty member's assignment cannot be completed in the day's work hours, the faculty member may be assigned duties during the evening hours to complete the full-time contract assignment.

2) When a faculty member is scheduled to work beyond the hour of 9:00 p.m. as part of the faculty member's regular contract assignment, no regular assignment will be made for the faculty member before 10:00 a.m. on the following day.

3) Subject to agreement between the instructor and management, an assignment(s) may be made earlier than 10:00 a.m. the following day(s).

7.8 BEGINNING AND ENDING OF CLASS

Teaching faculty members shall in all instances be at the assigned teaching station and be prepared to conduct instruction at the scheduled time for the beginning of each class. In the event a class is terminated before scheduled time of adjournment, notice shall be given management.

7.9 OFFICE HOURS

7.9.1 Faculty shall schedule their office hours so as to be convenient to their students and their own teaching schedules.

7.9.2 Faculty may reschedule office hours when approved by management.

7.9.3 Faculty may cancel office hours scheduled at the time of faculty meetings or other assignments directed by management.

7.9.4 A faculty member may, when approved by management, either increase or decrease the number of scheduled office hours during registration and/or examination periods.

7.10 SUMMER EMPLOYMENT

7.10.1 Bargaining unit members shall be eligible for full summer session employment.

7.10.2 All summer session employment shall be temporary and shall be paid for at the hourly rate of pay. The number of hours to be worked, the assignment, and the duration of the assignment shall be determined by management.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

CONTRACT COLLEGE INSTRUCTORS' SALARY SCHEDULE

1986-1987

Effective July 1, 1986

Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	Less than Master's Degree	Master's Degree	45 semester hours after date of BA with MA	60 semester hours after date of BA with MA	75 semester hours after date of BA with MA	90 semester hours after date of BA with MA	2 MA's or Ph.D.
A	$	$	$	$	$	$	$
B							
C							
D	$2128	$2254	$2385	$2525	$2678	$2839	$2952
E	2205	2328	2461	2602	2755	2914	3029
F	2284	2406	2540	2680	2832	2992	3109
G	2367	2492	2621	2761	2915	3075	3192
H	2453	2576	2709	2849	3000	3161	3276
I	2541	2666	2796	2938	3090	3250	3364
J	2633	2757	2890	3031	3182	3342	3457
K	2730	2851	2984	3126	3278	3438	3554
L	(2828)	(2951)	3084	3226	3377	3536	3652
M	(2930)	(3053)	(3184)	3325	3479	3640	3755
N	(3035)	(3161)	(3291)	(3433)	(3583)	3742	3858
O			(3404)	(3539)	(3693)	(3853)	(3969)
P				(3651)	(3806)	(3965)	(4079)
Q						(4081)	(4193)

NOTE: The amounts shown in this salary schedule are monthly salary rates. Steps in parenthesis indicate career increments.

A1.0 APPLICABLE POSITIONS

College Instructors' Salary Schedule rates apply to regular contract instructors, counselors, librarians, child development classroom and center instructors, nurses and any other certificated instructional staff assigned to any of the District's college programs hired prior to July 1, 1985.

A2.0 DEFINITION OF CLASSES

To be considered for salary placement purposes, academic degrees and units must be earned degrees or units from regularly accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be accepted after a registrar of a regularly accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution. In addition, academic degrees and units earned from an institution prior to its accreditation may be considered for salary placement and advancement upon application for such credit, and only if such course work was either (1) completed during that institution's candidacy for accreditation, or (2) earned prior to candidacy, but has been certified by the institution as substantially equivalent in content and instruction as those offered under accreditation.

Accredited Institution of Higher Education means an institution of higher education in the United States, its territories, and the District of Columbia accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

A2.1	Class 1	Less than a master's degree
A2.2	Class 2	Master's degree
A2.3	Class 3	Master's degree with a total of 45 semester hours of approved upper division or graduate work after the date of bachelor's degree
A2.4	Class 4	Master's degree with a total of 60 semester hours of approved upper division or graduate work after the date of bachelor's degree
A2.5	Class 5	Master's degree with a total of 75 semester hours of approved upper division or graduate work after the date of bachelor's degree
A2.6	Class 6	Master's degree with a total of 90 semester hours of approved upper division or graduate work after the date of bachelor's degree
A2.7	Class 7	Earned doctorate - Ph.D., Ed.D., or other earned degree of equivalent academic status from an accredited institution or two (2) earned master's degrees from accredited institutions.

After current educational plans are completed, the second master's degree must be in a teaching subject matter area outside of the individual's area of assignment.

Nurses shall receive credit for sixty (60) lower division units for the R.N. certificate when it is held without a degree or when earned before a bachelor's degree. Thirty (30) upper division units shall be allowed for the R.N. certificate earned subsequent to the A.B. degree.

A3.0 INITIAL SALARY STEP PLACEMENT

Initial salary placement of newly employed instructors shall be on Step A of Class 1. Instructors with advanced course work and/or other creditable experience shall be moved to the appropriate class and step, effective the first of the month following submission of the required forms and verification to Personnel Services.

A3.1 Credit for Teaching Experience Outside of the San Diego Community College District--A maximum of six (6) years prior teaching experience outside the San Diego Community College District is allowable, provided such experience has been in a public school system or recognized private school. Teaching experience which is less than 1/2 time, or less than one month in duration, shall not be credited for placement on the salary schedule. Substitute teaching outside this College District is credited only if full-time, continuous, and at least one month in duration. Hourly teaching outside this College District shall not be credited for salary placement.

A3.2 Credit for Teaching Experience in the San Diego Community College District--All teaching experience in the San Diego Community College District prior to employment by contract shall be credited on the appropriate training class of the salary schedule. Twenty (20) full days of substitute teaching shall be the equivalent to one month's service; ninety (90) hours shall be credited as one calendar month. Instructors who have had service with the San Diego Community College District and are reemployed shall be allowed full credit for experience acquired outside the District up to the maximum allowable. This shall be in addition to credit allowed on the salary schedule for creditable prior service with the San Diego Community College District.

A3.3 Credit for Related Experience Other Than Teaching--Credit for approved non-teaching experience is granted on a half-credit basis provided such related experience is in a field corresponding to the teaching assignment. Such experience must have been continuous, of at least three (3) months' duration, and the exact dates must be verified. If the work has not been full-time, it will be credited in the same proportionate amount; however, no credit will be granted for experience which is less than 1/2 time, nor experience which consists of work during the summer. Counselors, librarians and nurses shall also receive full credit for directly related public school or college experience. Verification of the experience is the responsibility of the new staff member if it is to be used for determination of placement on the salary schedule. Related experience credit is allowed only on an original placement and is not subject to review in the event of a change in the instructor's assignment.

A3.4 Total Credit--Total credit allowed for prior teaching experience and related experience, individual or combined, shall not result in placement beyond Step G. All experience (teaching or related) shall be verified by official documents or statements from employers before experience credit shall be allowed. A maximum of ten (10) month's credit shall be granted within any twelve-month period. In evaluating prior experience, there must be a minimum of 7½ months of creditable service in order to be granted a full year of experience for salary purposes. NOTE: The above credits are allowed only in original placement on salary schedule and are not subject to later review.

A3.5 Vocational Instructors--Initial placement on the salary schedule will be on Class 1 and will be related, in general, to the prevailing community salary rates for the occupational field in which the vocational instructor is required to have had experience. The prevailing community rate will be determined by Personnel Services through a survey of actual salaries paid in the San Diego metropolitan area. The vocational instructor will then be placed on the step of Class 1 which will provide a monthly salary rate reasonably comparable to the prevailing monthly community salary rate. Vocational instructors with earned master's degrees at the time of initial contract employment may elect to be rated in under either these rules or the rules for arts and science instructors.

Initial salary class placement and subsequent salary class advancement shall be predicated on the academic preparation of the vocational instructor at the time of first contract employment with the District. All course work must be after the date of first contract employment except for vocational instructors with master's degrees at the time of initial contract employment.

A4.0 RULES AND REGULATIONS

A4.1 Salary Deductions for Employees Serving Less Than a Full School Year--A divisor for salary deduction will be used in calculating salaries for contract instructors serving less than a full college year. For 10-month employees, this divisor shall be 176; for 12-month employees, 247.

A4.2 Step Increments--An instructor may be granted one increment for each year of satisfactory teaching service, up to the maximum salary of the training class. Step increments are computed on the basis of academic year only; i.e., September through June.

A4.3 Career Increments--The final three (3) steps of each class shall be designated as career increments. An instructor shall be granted a career increment effective with the beginning of the assignment year following completion of 19, 24 and 29 years of continuous contract service with the San Diego Community College District.

A4.4 Transfer from Lower to Higher Class--Salary Class Advancement--When an instructor has qualified for advancement to a higher training class, has submitted the required forms and verification, and has requested the transfer in writing, the instructor shall be transferred to the corresponding step of the new class effective the beginning of the pay period following that in which valid credits are documented and submitted to Personnel Services.

A4.5 Educational Plans--Each contract instructor desiring to take college course work for salary advancement purposes shall submit a Professional Growth Proposal outlining the objectives of his/her proposed plan, the types of course work, degrees, or credentials sought, and the institution from which the work will be taken.

A4.6 Course Work Acceptable for Salary Class Advancement--Credits shall be allowed if upper division or graduate in accordance with the official transcripts from regularly accredited institutions. Credit for courses taken in armed forces or special projects will be allowed only when verified by official transcripts issued from regularly accredited training institutions. Lower division courses may be allowed upper division credit for purposes of transfer to a higher classification, provided that all of the following requirements are met:

A4.61 That such lower division work is taken subsequent to employment by the San Diego Community College District in a position requiring certification.

A4.62 That such courses are approved for salary credit, based upon a consideration of the value of the course in improving the professional competence of the individual.

A4.63 That all such lower division work must have been taken after July 1, 1959, and this rule shall in no way be construed to be retroactive.

A4.64 That all such lower division work must be taken at some institution other than one of the San Diego Community Colleges.

Exception--Vocational instructors enrolled in programs leading toward the associate of arts or science degree may receive salary credit for lower division courses taken in a San Diego Community College, provided the courses are part of the program of courses leading to the associate of arts or science degree, and that written approval is obtained from the instructor's program president and Personnel Services prior to enrollment.

A4.65 Upper division or graduate work completed prior to the granting of the baccalaureate degree shall be credited in the same manner as work taken after the baccalaureate degree, provided that the registrar of the college granting the baccalaureate degree certifies that: (a) the requirements for the baccalaureate had been met prior to the start of such additional work; or (b) such additional work was not part of the requirements for the granting of the baccalaureate degree. Section (b) shall apply only to upper division and graduate work taken during the last semester, quarter, trimester, or summer term in which course work was also taken to meet baccalaureate degree requirements.

A4.66 Credit may be allowed for a repeated course provided at least five (5) years have elapsed between the completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different schools under different instructors even though the course titles may be similar.

A4.67 For purposes of salary reclassification, the total number of semester hours shown on official transcripts will be rounded to the next larger whole semester only if the fraction is 1/2 or larger; e.g., 29½ semester hours will be counted as 30 semester hours.

A4.7 Salary Credit for Summer Work Experience--A maximum of eight (8) units of salary credit, not more than four (4) units in any one column advancement, shall be allowed for approved summer work experience during an instructor's advancement across the salary schedule, provided (a) the employment is directly related to the fields in which the instructor is rendering service; or (b) the work is of such nature as to provide a substantial increase in the employee's skill in or knowledge or understanding of his/her work. Evaluation of the work experience performed will be completed by November 1 and salary credit will be allowed the employee the first of the month following such evaluation. Additional information and application and verification forms are available in Personnel Services. Applications must be filed by the last day of the school year prior to the summer work.

A4.8 Scholarly and Creative Works--Credits for salary class advancement may also be earned through scholarly works and creative endeavors in a manner determined by the District.

A4.9 Special Rules and Regulations for Vocational Instructors

A4.91 The salary regulations for vocational instructors shall apply to those designated as vocational instructors at the time of first contract employment with the District. Such designation shall only be subject to review upon a change in teaching assignment. Designation as a vocational instructor shall be reserved for those instructors selected on the basis of extensive occupational experience and employed to teach courses in an approved vocational curriculum to prepare students for employment in this occupation or related occupations.

A4.92 Class Advancement for Vocational Instructors

	Preparation Level at Time of First Contract Employment		
	Less Than Bachelor's Degree	Bachelor's Degree	Master's Degree
	Requirements for Advancement to Next Class		
To Class 2	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours
To Class 3	1. 30 approved sem. hours	1. 30 approved sem. hours	1. 30 approved sem. hours
To Class 4	1. 45 approved sem. hours and AS/AA degree, or 2. 60 approved sem. hours [a]	1. 45 approved sem. hours	1. 45 approved sem. hours
To Class 5	1. 60 approved sem. hours and B.A. degree, or 2. 90 approved sem. hours [b]	1. 60 approved sem. hours and M.A. degree, or 2. 90 approved sem. hours [b]	1. 60 approved sem. hours
To Class 6	1. 75 approved sem. hours and B.A. degree, or 2. 120 approved sem. hours [c]	1. 75 approved sem. hours and M.A. degree, or 2. 120 approved sem. hours [c]	1. 75 approved sem. hours
To Class 7	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 2 MA's	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 2 MAs	1. Earned doctorate Ph.D., Ed.D., or earned degree of equivalent status or 2 MA's

After current educational plans are completed, the second master's degree must be in a teaching subject matter area outside of the individual's area of assignment.

[a] Instructors may meet this requirement with a total of 60 approved semester hours in lower division, upper division, graduate or approved occupational in-service education.

[b] Instructors may meet this requirement with a total of 90 approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

[c] Instructors may meet this requirement with a total of 120 approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

A4.93 In order to be credited for advancement on the salary schedule, any college course taken after date of first contract employment with the District (or completed after July 1, 1958, if employment was prior to this date) must be those: (1) necessary for completion of California credential requirements; or (2) required as part of a program leading to an associate of arts/science, bachelor's, master's, doctor's degree; or (3) related to the major or minor area of teaching and concurred in by the Dean of Occupational Education and the Director of Vocational Education and Employment Training prior to enrollment in the course; or (4) related to degree programs and in-service education such as seminars, workshops, training institutes, etc., or only in-service occupational education as identified above. Fifteen in-service education hours will equal one semester unit. Courses may be lower division, upper division, graduate level, or in-service education, provided they meet all applicable criteria.

A5.0 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary class and step placement is a joint responsibility of the employee and the District. Instructors are encouraged to keep up-to-date records of college courses they have completed and other accomplishments which apply toward salary class advancement. Instructors suspecting that they are incorrectly placed on the salary schedule should bring this information to the attention of the District Personnel Office immediately.

In the event that an incorrect salary placement results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement result in an overpayment, the District is required to recover the full amount of such overpayment.

A6.0 EXTENDED SERVICE

Extended service payments are payments by the District to contract employees who are assigned the supervision or direction of student activities or to curriculum development, writing projects, or special assignments involving hours of service and responsibility beyond the range of normal instructor assignments.

Extended service units are units of value for each extended assignment approved by the Board. For 1984-85 year the value of one extended service unit shall be $393.00; for the 1985-86 year the value of one extended service unit shall be $413.00; for the 1986-87 year the value of one extended service unit shall be $438.00.

Extended service units are assigned by management in accordance with the individual's assignment for a given semester. Disagreements regarding the number of units assigned shall be subject to the grievance procedure.

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A7.0 METHOD OF PAYMENT

Pay dates for contract services shall normally be on the last working day of the month or pay period in which it was earned, except that December's warrants shall be paid on the first working day in January. Assignments designated as 10-month assignments shall receive ten (10) equal monthly payments; assignments designated as 12-month assignments shall receive twelve (12) equal monthly payments. As soon as feasible, the District shall make available to 10-month employees the option of being paid on a 12-month basis.

A8.0 MEDICAL INSURANCE FOR EXCHANGE TEACHERS

When approved by the Board of Trustees, the District may elect to pay the cost of insurance premiums for medical coverage under one of the existing insurance programs. Such premium when paid shall be a regular part of the compensation schedule as established by the Board of Trustees.

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SAN DIEGO COMMUNITY COLLEGE DISTRICT

SCHEDULE B

Hourly College Classroom Instructors' Salary Schedule

1986-1987

Effective July 1, 1986

Hours	Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	A	$21.52	$22.21	$23.27	$24.25	$25.40	$26.21	$27.55
450	B	22.27	22.93	23.98	24.95	26.08	26.88	28.26
900	C	23.06	23.71	24.72	25.64	26.78	27.57	28.99
1350	D	23.85	24.46	25.49	26.42	27.55	28.29	29.75
1800	E	24.71	25.29	26.31	27.22	28.30	29.05	30.55
2250	F	25.58	26.16	27.14	28.05	29.13	29.84	31.41
2700	G	26.51	27.06	28.04	28.91	29.97	30.66	32.27
3150	H	27.48	27.96	28.94	29.82	30.85	31.51	33.19
3600	I	28.47	28.94	29.90	30.74	31.78	32.41	34.14
4050	J	29.50	29.95	30.89	31.69	32.71	33.34	35.13

SAN DIEGO COMMUNITY COLLEGE DISTRICT

SCHEDULE B

Hourly College Classroom Instructors' Salary Schedule

1984-1985

Effective July 1, 1984

Hours	Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	A	$19.33	$19.95	$20.90	$21.79	$22.82	$23.55	$24.75
450	B	20.01	20.60	21.54	22.42	23.43	24.15	25.39
900	C	20.71	21.30	22.21	23.04	24.06	24.77	26.05
1350	D	21.43	21.98	22.90	23.73	24.75	25.42	26.73
1800	E	22.20	22.72	23.64	24.46	25.43	26.10	27.45
2250	F	22.98	23.50	24.38	25.20	26.17	26.81	28.22
2700	G	23.82	24.31	25.19	25.97	26.92	27.54	28.99
3150	H	24.69	25.12	26.00	26.79	27.71	28.31	29.82
3600	I	25.58	26.00	26.87	27.62	28.55	29.12	30.68
4050	J	26.50	26.90	27.75	28.48	29.39	29.95	31.56

SCHEDULE B

Hourly College Classroom Instructors' Salary Schedule

1985-1986

Effective July 1, 1985

Hours	Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	A	$20.30	$20.95	$21.95	$22.88	$23.96	$24.73	$25.99
450	B	21.01	21.63	22.62	23.54	24.60	25.36	26.66
900	C	21.75	22.37	23.32	24.19	25.26	26.01	27.35
1350	D	22.50	23.08	24.05	24.92	25.99	26.69	28.07
1800	E	23.31	23.86	24.82	25.68	26.70	27.41	28.82
2250	F	24.13	24.68	25.60	26.46	27.48	28.15	29.63
2700	G	25.01	25.53	26.45	27.27	28.27	28.92	30.44
3150	H	25.92	26.38	27.30	28.13	29.10	29.73	31.31
3600	I	26.86	27.30	28.21	29.00	29.98	30.58	32.21
4050	J	27.83	28.25	29.14	29.90	30.86	31.45	33.14

B1.0 APPLICABLE POSITIONS

This schedule shall apply to hourly college classroom instructors hired prior to July 1, 1985.

Rates of pay for temporary classroom assignments apply to all faculty teaching in a college classroom assignment on an hourly basis, including child development classroom instructors requiring certification qualification. All instructors employed for summer teaching assignments will be compensated on the basis of their placement on this hourly rate schedule.

B2.0 DEFINITION OF CLASSES

To be considered for salary placement purposes, academic degrees and units must be earned degrees or units from regularly accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be accepted after a registrar of a regularly accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution. In addition, academic degrees and units earned from an institution prior to its accreditation may be considered for salary placement and advancement upon application for such credit, and only if such course work was either (1) completed during that institution's candidacy for accreditation, or (2) earned prior to candidacy, but has been certified by the institution as substancially equivalent in content and instruction as those offered under accreditation.

Accredited Institution of Higher Education means an institution of higher education in the United States, its territories, and the District of Columbia accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

B2.1	Class 1	Less than a master's degree
B2.2	Class 2	Master's degree
B2.3	Class 3	Master's degree with a total of 45 semester hours of approved upper division or graduate work after the date of bachelor's degree
B2.4	Class 4	Master's degree with a total of 60 semester hours of approved upper division or graduate work after the date of bachelor's degree
B2.5	Class 5	Master's degree with a total of 75 semester hours of approved upper division or graduate work after the date of bachelor's degree
B2.6	Class 6	Master's degree with a total of 90 semester hours of approved upper division or graduate work after the date of bachelor's degree
B2.7	Class 7	Earned doctorate - Ph.D., Ed.D., or other earned degree of equivalent academic status from an accredited institution or two (2) earned master's degree from accredited institutio.

After current educational plans are completed, the second master's degree must be in a teaching subject matter area outside of the individual's area assignment.

B2.0 DEFINITION OF CLASSES (Continued)

Nurses shall receive credit for sixty (60) lower division units for the R.N. certificate when it is held without a degree or when earned before a bachelor's degree. Thirty (30) upper division units shall be allowed for the R.N. certificate earned subsequent to the A.B. degree.

B3.0 INITIAL SALARY STEP PLACEMENT

Initial salary placement of newly appointed instructors shall be on Step A of the appropriate class. Instructors with advanced course work shall be moved to the appropriate class, effective the first of the month following submission of the required forms and certification to Personnel Services. Regular contract instructors with the District shall be placed on the step equal to their placement on the contract schedule.

B4.0 RULES AND REGULATIONS

B4.1 Step Increments--Temporary, hourly instructors shall be granted one (1) increment for each 450 clock hours of satisfactory, hourly teaching service in the District, provided that contract instructors who also teach on an hourly basis shall maintain step parity with their contract placement. Qualification for step advancement shall be evaluated each pay period. Advancement shall be effective the first of the month following qualification.

B4.2 Transfer from Lower to Higher Class - Salary Class Advancement--When an instructor has qualified for advancement to a higher training class, has submitted the required forms and verification, and has requested the transfer in writing, the instructor shall be transferred to the corresponding step of the new class effective the beginning of the pay period following that in which valid credits are documented and submitted to Personnel Services. Current contract instructors shall be eligible for the same salary class placement in their hourly assignment(s) as they are in their contract placement.

B4.3 Course Work Acceptable for Salary Class Advancement--Credits shall be allowed if upper division or graduate in accordance with the official transcripts from regularly accredited institutions. Credit for courses taken in armed forces or special projects will be allowed only when verified by official transcripts issued from regularly accredited training institutions. Lower division courses may be allowed upper division credit for purposes of transfer to a higher classification, provided that all of the following requirements are met:

B4.3 Course Work Acceptable for Salary Class Advancement-- Continued

B4.31 That such lower division work is taken subsequent to employment by the San Diego Community College District in a position requiring certification.

B4.32 That such courses are approved for salary credit, based upon a consideration of the value of the course in improving the professional competence of the individual.

B4.33 That all such lower division work must have been taken after July 1, 1959, and this rule shall in no way be construed to be retroactive.

B4.34 That all such lower division work must be taken at some institution other than one of the San Diego Community Colleges.

Exception--Vocational instructors enrolled in programs leading toward the associate of arts or science degree may receive salary credit for lower division courses taken in a San Diego Community College, provided the courses are part of the program of courses leading to the associate of arts or science degree, and that written approval is obtained from the instructor's program president and Personnel Services prior to enrollment.

B4.35 Upper division or graduate work completed prior to the granting of the baccalaureate degree shall be credited in the same manner as work taken after the baccalaureate degree provided that the register of the college granting the baccalaureate degree certifies that: (a) the requirements for the baccalaureate had been met prior to the start of such additional work; or (b) such additional work was not part of the requirements for the granting of the baccalaureate degree. Section (b) shall apply only to upper division and graduate work taken during the last semester, quarter, trimester, or summer term in which course work was also taken to meet baccalaureate degree requirements.

B4.36 Credit may be allowed for a repeated course provided at least five (5) years have elapsed between the completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different schools under different instructors even though the course titles may be similar.

B4.37 For purposes of salary reclassification, the total number of semester hours shown on official transcripts will be rounded to the next larger whole semester hour only if the fraction is 1/2 or larger; e.g., 29½ semester hours will be counted as 30 semester hours.

B4.4 Special Rules and Regulations for Vocational Instructors

B4.41 The salary regulations for vocational instructors shall apply to those designated as vocational instructors at the time of first contract employment with the District. Such designation shall only be subject to review upon a change in teaching assignment. Designation as a vocational instructor shall be reserved for those instructors selected on the basis of extensive occupational experience and employed to teach courses in an approved vocational curriculum to prepare students for employment in this occupation or related occupations.

B4.42 Class Advancement for Vocational Instructors

	Preparation Level at Time of First Contract Employment		
	Less Than Bachelor's Degree	Bachelor's Degree	Master's Degree
	Requirements for Advancement to Next Class		
To Class 2	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours
To Class 3	1. 30 approved sem. hours	1. 30 approved sem. hours	1. 30 approved sem. hours
To Class 4	1. 45 approved sem. hours and AS/AA degree, or 2. 60 approved sem. hours [a]	1. 45 approved sem. hours	1. 45 approved sem. hours
To Class 5	1. 60 approved sem. hours and B.A. degree, or 2. 90 approved sem. hours [b]	1. 60 approved sem. hours and M.A. degree, or 2. 90 approved sem. hours [b]	1. 60 approved sem. hours
To Class 6	1. 75 approved sem. hours and B.A. degree, or 2. 120 approved sem. hours [c]	1. 75 approved sem. hours and M.A. degree, or 2. 120 approved sem. hours [c]	1. 75 approved sem. hours
To Class 7	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 2 MA's	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 2 MAs	1. Earned doctorate Ph.D., Ed.D., or earned degree of equivalent status or 2 MA's

After current educational plans are completed, the second master's degree must be in a teaching subject matter area outside of the individual's area of assignment.

a Instructors may meet this requirement with a total of 60 approved semester hours in lower division, upper division, graduate or approved occupational in-service education.

b. Instructors may meet this requirement with a total of 90 approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

c. Instructors may meet this requirement with a total of 120 approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

B4.43 In order to be credited for advancement on the salary schedule, any college course taken after date of first contract employment with the District (or completed after July 1, 1958, if employment was prior to this date) must be those: (1) necessary for completion of California credential requirements; or (2) required as part of a program leading to an associate of arts/science, bachelor's, master's, doctor's degree; or (3) related to the major or minor area of teaching and concurred in by the Dean of Occupational Education and the Director of Vocational Education and Employment Training prior to enrollment in the course; or (4) related to degree programs and in-service education such as seminars, workshops, training institutes, etc., or only in-service occupational education as identified above. Fifteen in-service education hours will equal one semester unit. Courses may be lower division, upper division, graduate level, or in-service education, provided they meet all applicable criteria.

B5.0 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary class and step placement is a joint responsibility of the employee and the District. Instructors are encouraged to keep up-to-date records of college courses they have completed and other accomplishments which apply toward salary class advancement. Instructors suspecting that they are incorrectly placed on the salary schedule should bring this information to the attention of the District Personnel Office immediately.

In the event that an incorrect salary placement results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement result in an overpayment, the District is required to recover the full amount of such overpayment.

B6.0 EXTENDED SERVICE

Extended service payments are payments by the District to employees who are assigned the supervision or direction of student activities or to curriculum development, writing projects, or special assignments involving hours of service and responsibility beyond the range of normal instructor assignments.

Extended service payment units are units of value for each extended assignment approved by the Board. For 1984-85 year the value of one extended service unit shall be $393.00; for the 1985-86 year the value of one extended service unit shall be $413.00; for the 1986-87 year the value of one extended service unit shall be $438.00.

Extended service units are assigned by management in accordance with an individual's assignment for a given semester. Disagreements regarding the number of units assigned shall be subject to the grievance procedure.

B7.0 METHOD OF PAYMENT

Pay dates for hourly assignments shall normally be on the tenth (10th) day of each month.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

SCHEDULE C

Hourly College Non-Classroom Salary Schedule

1986-1987

Effective July 1, 1986

Hours	Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	A	$16.15	$16.66	$17.46	$18.18	$19.06	$19.67	$20.67
450	B	16.70	17.17	17.97	18.72	19.55	20.17	21.19
900	C	17.29	17.74	18.54	19.26	20.08	20.68	21.76
1350	D	17.87	18.34	19.11	19.83	20.66	21.22	22.33
1800	E	18.52	18.96	19.73	20.56	21.23	21.78	22.93
2250	F	19.18	19.61	20.33	21.05	21.85	22.38	23.55
2700	G	19.86	20.29	21.04	21.69	22.48	22.99	24.21
3150	H	20.61	20.98	21.71	22.36	23.13	23.66	24.87
3600	I	21.36	21.71	22.54	23.07	23.84	24.31	25.60
4050	J	22.13	22.45	23.16	23.78	24.54	24.98	26.33

C1.0 APPLICABLE POSITIONS

These rates apply to librarians, independent learning center instructors, counselors, advisors, curriculum writers, and all other certificated personnel in hourly non-classroom assignments hired prior to July 1, 1985.

C2.0 DEFINITION OF CLASSES

To be considered for salary placement purposes, academic degrees and units must be earned degrees or units from regularly accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be accepted after a registrar of a regularly accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution. In addition, academic degrees and units earned from an institution prior to its accreditation may be considered for salary placement and advancement upon application for such credit, and only if such course work was either (1) completed during that institution's candidacy for accreditation, or (2) earned prior to candidacy, but has been certified by the institution as substancially equivalent in content and instruction as those offered under accreditation.

Accredited Institution of Higher Education means an institution of higher education in the United States, its territories, and the District of Columbia accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

C2.1	Class 1	Less than a master's degree
C2.2	Class 2	Master's degree
C2.3	Class 3	Master's degree with a total of 45 semester hours of approved upper division or graduate work after the date of bachelor's degree
C2.4	Class 4	Master's degree with a total of 60 semester hours of approved upper division or graduate work after the date of bachelor's degree
C2.5	Class 5	Master's degree with a total of 75 semester hours of approved upper division or graduate work after the date of bachelor's degree
C2.6	Class 6	Master's degree with a total of 90 semester hours of approved upper division or graduate work after the date of bachelor's degree
C2.7	Class 7	Earned doctorate - Ph.D., Ed.D., or other earned degree of equivalent academic status from an accredited institution or two (2) earned master's degree from accredited institutions.

After current educational plans are completed, the second master's degree must be in a teaching subject matter area outside of the individual's area assignment.

C2.0 DEFINITION OF CLASSES (Continued)

Nurses shall receive credit for sixty (60) lower division units for the R.N. certificate when it is held without a degree or when earned before a bachelor's degree. Thirty (30) upper division units shall be allowed for the R.N. certificate earned subsequent to the A.B. degree.

C3.0 INITIAL SALARY STEP PLACEMENT

Initial salary placement of newly appointed instructors shall be on Step A of the appropriate class. Instructors with advanced course work shall be moved to the appropriate class, effective the first of the month following submission of the required forms and certification to Personnel Services. Regular contract instructors with the District shall be placed on the step equal to their placement on the contract schedule.

C4.0 RULES AND REGULATIONS

C4.1 Step Increments--Temporary, hourly instructors shall be granted one (1) increment for each 450 clock hours of satisfactory, hourly teaching service in the District, provided that contract instructors who also teach on an hourly basis shall maintain step parity with their contract placement. Qualification for step advancement shall be evaluated each pay period. Advancement shall be effective the first of the month following qualification.

C4.2 Transfer from Lower to Higher Class - Salary Class Advancement--When an instructor has qualified for advancement to a higher training class, has submitted the required forms and verification, and has requested the transfer in writing, the instructor shall be transferred to the corresponding step of the new class effective the beginning of the pay period following that in which valid credits are documented and submitted to Personnel Services. Current contract instructors shall be eligible for the same salary class placement in their hourly assignment(s) as they are in their contract placement.

C4.3 Course Work Acceptable for Salary Class Advancement--Credits shall be allowed if upper division or graduate in accordance with the official transcripts from regularly accredited institutions. Credit for courses taken in armed forces or special projects will be allowed only when verified by official transcripts issued from regularly accredited training institutions. Lower division courses may be allowed upper division credit for purposes of transfer to a higher classification, provided that all of the following requirements are met:

C4.3 Course Work Acceptable for Salary Class Advancement-- Continued

C4.31 That such lower division work is taken subsequent to employment by the San Diego Community College District in a position requiring certification.

C4.32 That such courses are approved for salary credit, based upon a consideration of the value of the course in improving the professional competence of the individual.

C4.33 That all such lower division work must have been taken after July 1, 1959, and this rule shall in no way be construed to be retroactive.

C4.34 That all such lower division work must be taken at some institution other than one of the San Diego Community Colleges.

Exception--Vocational instructors enrolled in programs leading toward the associate of arts or science degree may receive salary credit for lower division courses taken in a San Diego Community College, provided the courses are part of the program of courses leading to the associate of arts or science degree, and that written approval is obtained from the instructor's program president and Personnel Services prior to enrollment.

C4.35 Upper division or graduate work completed prior to the granting of the baccalaureate degree shall be credited in the same manner as work taken after the baccalaureate degree provided that the register of the college granting the baccalaureate degree certifies that: (a) the requirements for the baccalaureate had been met prior to the start of such additional work; or (b) such additional work was not part of the requirements for the granting of the baccalaureate degree. Section (b) shall apply only to upper division and graduate work taken during the last semester, quarter, trimester, or summer term in which course work was also taken to meet baccalaureate degree requirements.

C4.36 Credit may be allowed for a repeated course provided at least five (5) years have elapsed between the completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different schools under different instructors even though the course titles may be similar.

C4.37 For purposes of salary reclassification, the total number of semester hours shown on official transcripts will be rounded to the next larger whole semester hour only if the fraction is 1/2 or larger; e.g., 29½ semester hours will be counted as 30 semester hours.

C4.4 Special Rules and Regulations for Vocational Instructors

C4.41 The salary regulations for vocational instructors shall apply to those designated as vocational instructors at the time of first contract employment with the District. Such designation shall only be subject to review upon a change in teaching assignment. Designation as a vocational instructor shall be reserved for those instructors selected on the basis of extensive occupational experience and employed to teach courses in an approved vocational curriculum to prepare students for employment in this occupation or related occupations.

C4.42 Class Advancement for Vocational Instructors

Preparation Level at Time of First Contract Employment

Requirements for Advancement to Next Class

	Less Than Bachelor's Degree	Bachelor's Degree	Master's Degree
To Class 2	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours
To Class 3	1. 30 approved sem. hours	1. 30 approved sem. hours	1. 30 approved sem. hours
To Class 4	1. 45 approved sem. hours and AS/AA degree, or 2. 60 approved sem. hours [a]	1. 45 approved sem. hours	1. 45 approved sem. hours
To Class 5	1. 60 approved sem. hours and B.A. degree, or 2. 90 approved sem. hours [b]	1. 60 approved sem. hours and M.A. degree, or 2. 90 approved sem. hours [b]	1. 60 approved sem. hours
To Class 6	1. 75 approved sem. hours and B.A. degree, or 2. 120 approved sem. hours [c]	1. 75 approved sem. hours and M.A. degree, or 2. 120 approved sem. hours [c]	1. 75 approved sem. hours
To Class 7	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 2 MA's	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 2 MAs	1. Earned doctorate Ph.D., Ed.D., or earned degree of equivalent status or 2 MA's

After current educational plans are completed, the second master's degree must be in a teaching subject matter area outside of the individual's area of assignment.

[a] Instructors may meet this requirement with a total of 60 approved semester hours in lower division, upper division, graduate or approved occupational in-service education.

[b] Instructors may meet this requirement with a total of 90 approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

[c] Instructors may meet this requirement with a total of 120 approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

C4.43 In order to be credited for advancement on the salary schedule, any college course taken after date of first contract employment with the District (or completed after July 1, 1958, if employment was prior to this date) must be those: (1) necessary for completion of Califorr credential requirements; or (2) required as part of a program leading to an associate of arts/science, bachelor's master's, doctor's degree; or (3) related to the major or minor area of teaching and concurred in by the Dean of Occupational Education and the Director of Vocational Education and Employment Training prior to enrollment in the course; or (4) related to degree programs and in-service education such as seminars, workshops, training institutes, etc., or only in-service occupational education as identified above. Fifteen in-service education hours will equal one semester unit. Courses may be lower division, upper division, graduate level, or in-service education, provided they meet all applicable criteria.

C5.0 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary class and step placement is a joint responsibility of the employee and the District. Instructors are encouraged to keep up-to-date records of college courses they have completed and other accomplishments which apply toward salary class advancement. Instructors suspecting that they are incorrectly placed on the salary schedule should bring this information to the attention of the District Personnel Office immediately.

In the event that an incorrect salary placement results in an underpayment, the District will issue a supplementary warrant for the amount due the instructor. Should the incorrect salary placement result in an overpayment, the District is required to recover the full amount of such overpayment.

C6.0 EXTENDED SERVICE

Extended service payments are payments by the District to employees who are assigned the supervision or direction of student activities or to curriculum development, writing projects, or special assignments involving hours of service and responsibility beyond the range of normal instructor assignments.

Extended service payment units are units of value for each extended assignment approved by the Board. For 1984-85 year the value of one extended service unit shall be $393.00; for the 1985-86 year the value of one extended service unit shall be $413.00; for the 1986-87 year the value of one extended service unit shall be $438.00.

Extended service units are assigned by management in accordance with an individual's assignment for a given semester. Disagreements regarding the number of units assigned shall be subject to the grievance procedure.

C7.0 METHOD OF PAYMENT

Pay dates for hourly assignments shall normally be on the tenth (10th) day of each month.

C8.0 COMPENSATION FOR WORK EXPERIENCE ASSIGNMENTS

Faculty members employed for the purpose of work experience supervision shall be compensated at a rate not to exceed five (5) hours of non-classroom pay for each completing student, and three (3) hours of non-classroom pay for each student who begins a program but does not complete the course.

SCHEDULE D

SAN DIEGO COMMUNITY COLLEGE DISTRICT

CONTRACT COLLEGE FACULTY PROFESSIONAL RECOGNITION SALARY SCHEDULE

1986-1987

Effective July 1, 1986

Professional Recognition Level I	Step 1	$ 20,140
	Step 2	21,730
	Step 3	23,320
	Step 4	24,910
	Step 5	26,500
	PROMOTION REQUIRED	
Professional Recognition Level II	Step 6	$ 28,620
	Step 7	30,740
	Step 8	32,860
	Step 9	34,980
	PROMOTION REQUIRED	
Professional Recognition Level III	Step 10	$ 37,100
	Step 11	39,220
	Step 12	41,340
	Step 13	43,460

All new contract faculty employed for the first time by the San Diego Community College District beginning July 1, 1985 will be compensated in accordance with PROFESSIONAL RECOGNITION SALARY SCHEDULE D.

This schedule shall expire June 30, 1993.

SCHEDULE D

SAN DIEGO COMMUNITY COLLEGE DISTRICT

CONTRACT COLLEGE FACULTY PROFESSIONAL RECOGNITION SALARY SCHEDULE

1985-1986

Effective July 1, 1985

Professional Recognition Level I	Step 1	$ 19,000
	Step 2	20,500
	Step 3	22,000
	Step 4	23,500
	Step 5	25,000
	PROMOTION REQUIRED	
Professional Recognition Level II	Step 6	$ 27,000
	Step 7	29,000
	Step 8	31,000
	Step 9	33,000
	PROMOTION REQUIRED	
Professional Recognition Level III	Step 10	$ 35,000
	Step 11	37,000
	Step 12	39,000
	Step 13	41,000

All new contract faculty employed for the first time by the San Diego Community College District beginning July 1, 1985 will be compensated in accordance with PROFESSIONAL RECOGNITION SALARY SCHEDULE D.

This schedule shall expire June 30, 1993.

D1.0 APPLICABLE POSITIONS

Professional Recognition Salary Schedule D applies only to faculty who are employed on a contractual basis beginning July 1, 1985.

D2.0 DEFINITION OF LEVELS

Schedule D consists of 13 steps in all. Steps 1 through 5 are assigned to Level I, steps 6 through 9 for Level II, and steps 10 through 13 for Level III. Each year the Board of Trustees will determine the number of contract positions assigned to each level, and their respective discipline designation.

If vacant positions exist, the Chancellor or his/her designee shall conduct the appropriate selection procedure consistent with the regular District employment procedure, which shall include the appropriate Department Chair. Upon completion of the selection process the Board of Trustees may appoint a person to fill the vacant position, or determine that the position shall remain unfilled. Persons currently employed with the District or persons not previously employed by the District may be appointed to any vacant contract position.

D3.0 INITIAL SALARY CLASS AND STEP PLACEMENT

Initial salary placement of newly employed faculty shall be at Level I and on Step 1.0, unless specific action of the Board of Trustees authorizes placement at Level II or III, and/or on another step.

D4.0 STEP INCREMENTS

D4.1 Step Increments (Level I Steps 1 through 5): Staff at Level I shall be granted one step increment for each full year of service. Upon reaching step 3 he/she will be granted one additional step increment for each full year of service, providing his/her evaluation is satisfactory or better. If upon reaching steps 4 or 5 his/her evaluation is unsatisfactory or less for two successive years, he/she will be returned to the next preceding step (step 3 or 4). The lowest step that Level I may be returned to is step 3. To advance beyond step 5, an individual at Level I must be promoted to Level II or Level III.

D4.2 Step Increments (Level II Steps 6 through 9): Upon achieving Level II an individual shall be granted advancement to step 7, upon completion of one full year of service. After reaching step 7 the individual will be granted one additional step increment for each full year of service, providing his/her evaluation is satisfactory or better. If the evaluation is unsatisfactory or less for two successive years, he/she will be returned to the next preceding step. This process will be repeated for each unsatisfactory evaluation until he/she is returned to step 6. If an unsatisfactory evaluation for two successive years is received at step 6, he/she shall be reduced to Level I, placed on step 5, and the rules governing step increments for Level I (steps 1 through 5) shall apply. To advance to step 10, the individual must advance to Level III.

D4.3 Step Increments (Level III Steps 10 through 13): Upon achieving Level III an individual shall be granted advancement to step 11, upon completion of one full year of service. After reaching step 11 the individual will be granted one additional step increment for each full year of service, providing his/her evaluation is satisfactory or better. If the evaluation is unsatisfactory or less for two successive years, he/she will be returned to the next preceding step. this process will be repeated for each unsatisfactory evaluation until he/she is returned to step 10. If an unsatisfactory evaluation for two successive years is received when an individual is on step 10, he/she shall be reduced to Level II, placed on step 9, and the rules governing step increments for Level II (steps 6 through 9) shall apply.

D5.0 EXTENDED SERVICE

Extended service payments are payments by the District to contract faculty who are assigned coordination and/or supervision of co-curricular activities or special assignments involving hours of service and responsibility beyond the range of normal assignments.

Extended service payment units are units of value for each extended assignment approved by the Board of Trustees. For 1984-85 year the value of one extended service unit shall be $393.00; for the 1985-86 year the value of one extended service unit shall be $413.00; for the 1986-87 year the value of one extended unit shall be $438.00.

Extended service units are assigned by administration in accordance with a Board adopted schedule listing the assignment and the number of units to be earned by that assignment.

D6.0 METHOD OF PAYMENT

Pay dates for faculty contract service shall normally be on the last working day of the month of pay period in which is was earned, except that December's pay warrants shall be paid on the first working day in January. Assignments designated at 10-month assignments shall receive ten (10) equal monthly payment; assignments designated as 12-month assignments shall receive twelve (12) equal monthly payments.

D7.0 SALARY CALCULATION FOR SERVICE LESS THAN A FULL COLLEGE YEAR

To calculate the salary for full-time contract faculty who service less than a full college year, a divisor for salary deduction will be used. For 10-month faculty, this divisor will be 176; for 12-month faculty, 247.

SCHEDULE E

SAN DIEGO COMMUNITY COLLEGE DISTRICT

HOURLY COLLEGE CLASSROOM AND NON-CLASSROOM SALARY SCHEDULE

1986 - 1987

Effective January 1, 1987

Hourly counselors, independent learning center instructors, advisors, curriculum writers, and all other certificated personnel in hourly, non-classroom assignments.	$ 15.43 per hour
Hourly teaching faculty (not on Schedule D)	$ 23.07 per hour
Professional Recognition Level I - Faculty Overload	$ 24.89 per hour
Professional Recognition Level II or III - Faculty Overload	$ 32.79 per hour

* All new hourly faculty employed for the first time by the San Diego Community College District beginning July 1, 1985, will be compensated in accordance with Salary Schedule E.

* All classroom faculty paid on this schedule prior to January 1, 1987, shall receive retroactive payment to July 1, 1986, based on the above rates.

* All non-classroom faculty currently paid at the $22.50 rate on Schedule E shall remain at that rate until such time as the $15.43 rate equals the previous $22.50 non-classroom rate.

E1.0 APPLICABLE POSITIONS

Salary Schedule E applies to faculty who are employed on an hourly or overload basis beginning July 1, 1985.

E2.0 DEFINITION OF LEVELS

Schedule E consists of four (4) hourly rates. The first hourly rate is that paid HOURLY NON-CLASSROOM INSTRUCTORS; the second hourly rate is that paid HOURLY CLASSROOM INSTRUCTORS; the third hourly rate is that paid CONTRACT FACULTY AT PROFESSIONAL RECOGNITION LEVEL I; and the fourth hourly rate is that paid CONTRACT FACULTY AT PROFESSIONAL RECOGNITION LEVEL II or III.

E2.1 NON-CLASSROOM INSTRUCTORS: A certificated faculty member who is not employed on a contractual basis of any kind with the San Diego Community College District (and therefore not on Schedules A or D) is assigned to this classification.

E2.2 CLASSROOM INSTRUCTORS: A certificated faculty member who is not employed on a contractual basis of any kind with the San Diego Community College District (and therefore not on Schedules A or D) is assigned to this classification unless he/she is assigned to Level I or II by action of the Board of Trustees. A faculty member employed in this classification is so employed to add specific academic skills/knowledge to the college curriculum and to supplement the contract faculty.

Since HOURLY INSTRUCTORS are not under contract with the San Diego Community College District, they do not hold office hours or participate in those faculty activities and assignments related to committees, senates, club sponsorship, etc., as a responsibility of a contractual obligation.

The hourly wage in Schedule E for INSTRUCTORS includes payment for office hours to advise and assist students, attend appropriate in-service programs, prepare for class sessions, and conduct class session follow-up (including but not limited to grading papers and filing reports).

E2.3 PROFESSIONAL RECOGNITION LEVEL I: Faculty member employed on a contractual basis with the San Diego Community College District and who is paid on steps 1 through 5 of Schedule D.

E2.4 PROFESSIONAL RECOGNITION LEVEL II: Faculty member employed on a contractual basis with the San Diego Community College District and who is paid on steps 6 through 13 of Schedule D.

E3.0 COMPUTATION OF HOURLY RATE

The methods of computing the hourly salaries on this schedule are as follows:

E3.0 COMPUTATION OF HOURLY RATE (Continued)

Method One: For hourly counselors, independent learning center instructors, advisors, curriculum writers, and all other certificated personnel in hourly, nonclassroom assignments, where no outside preparation or follow-up is required, the computation of hourly wage is as follows:

Divide $21,730 (Level I, Step 2, annual, full-time salary) by 1,408 hours ($21,730/1,408) = $15.43

Method Two: For hourly faculty employed after July 1, 1985, who are not on Schedule D, the method of computing the salaries will be the same as in Method Three, except that an annual salary of $20,140 is used in Step 1 of the computation. The utilization of this formula clearly identifies that hourly faculty will be paid for out-of-classroom preparation and follow-up as well as student advisement/office hours.

Method Three:

Level I (A) Full-time college contract instructor on Step 2.

(B) Full-time instructor required to be on duty 176 days per year (1408 hours) averages 40 hours per week, 8 hours per day, distributed as follows:

	Per Week	Per Day
* Classroom instruction. Average	18.60	3.72
* Student advisement/office hours. Average	1.40	0.28
* Faculty committees, Senate, club sponsorship, additional student advisement, curriculum writing, etc.	10.00	2.00
SUBTOTAL HOURS ON CAMPUS	30.00	6.00
* Classroom preparation and follow-up*	10.00	2.00
TOTAL	40.00	8.00

*May be conducted on or off campus.

(C) Computation of hourly rate:

Step 1 Divide full-time contract salary on Step 2 by hours per year (1408). $21,730/1408 = $15.43 per hour

E3.0 COMPUTATION OF HOURLY RATE (Continued)

Step 2 Multiply the hourly rate derived in Step 1 by the sum of the average daily hours spent in classroom instruction (3.72), student advisement (0.28), and classroom preparation and follow-up (2.0) to determine the average daily rate for these activities.
(3.72 + 0.28 + 2.0 = 6.0) x $15.43 = $92.58

Step 3 Divide the daily rate computed in Step 2 by the average hours per day spent in classroom instruction (3.72) to convert the pay for these activities to an hourly rate base on the number of hours in classroom instruction:
$92.58/3.72 = $24.89

Level II (A) Full-time college contract instructor on Step 6
(B) Compute hourly rate in the same manner as Level I (C).
Rate = $121.98/3.72 = $32.79

Everything which appears above in "Computation of Hourly Rate" was developed solely for and shall be used only for computation of the dollar amounts on Salary Schedule E of this Agreement.

E4.0 UNDERPAYMENTS OR OVERPAYMENTS

Proper salary placement and computation is a joint responsibility of the employee and the District. In the event that an incorrect salary placement or computation results in an underpayment, the District will issue a supplementary warrant for the amount due the instructional member. Should the incorrect salary placement or computation result in overpayment, the District is required to recover the full amount of such overpayment.

E5.0 EXTENDED SERVICE

Extended service payments are payments by the District to employees who are assigned the supervision or direction of Board approved cocurricular activities.

Extended service payment units are units of value for each extended assignment approved by the Board of Trustees. For 1984-85 year the value of one extended service unit shall be $393.00; for the 1985-86 year the value of one extended service unit shall be $413.00; for the 1986-87 year the value of one extended service unit shall be $438.00.

Extended service units are assigned by administration in accordance with a Board-adopted schedule listing the assignment and the number of units to be earned.

E6.0 METHOD OF PAYMENT

Pay dates for hourly assignments shall normally be on the tenth (10th) day of each month.

ARTICLE IX - DEPARTMENT CHAIRS

9.1 Each faculty member shall belong to a department organized by management considering discipline and size.

9.2 The department shall be assigned responsibilities which are appropriate to meet the mission of the District as determined by Board policies.

9.3 Each department shall have a chairperson, elected for a two-year term, from among the members of the contract faculty in accordance with a procedure developed by the department.

9.4 A minimum of one (1) Chair of Chairs shall be established for each campus and shall be elected by the respective chairpersons council.

9.5 Compensation for Chairs shall be as follows:

Chairs	Departmental On-Campus FTE		Departmental On-Campus People	Assigned Time
A	30 or more	or	more than 60	40%
B	23-29	or	46-59	30%
C	16-22	or	33-45	20%
D	10-15	or	20-32	10%
E	less than 10	and	less than 20	0

If the FTE number and the people number indicate a different compensation level, then only one (1) Class above the lowest indicated shall apply.

For those Chairs with 0 assigned time and the Counseling and Library Department Chairs at City and Mesa campuses, there will be a stipend of $64 per month.

Due to the special nature of the Departments of Administration of Justice and Fire Science at Miramar, their Chairs will receive 20% assigned time.

The Chair of Chairs at City and Mesa shall receive 10% assigned time each.

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ARTICLE X - EMPLOYMENT BENEFITS (Effective 1/1/87)

10.1 There shall be established a District Fringe Benefits Committee, the Chairperson of which shall be the District Fringe Benefits Coordinator. Each exclusive agent shall be entitled to one (1) representative on the committee. The committee shall review existing benefit programs and gather comparative information on other benefit programs not currently in effect in the District. Each representative shall communicate such information to his/her bargaining unit members. This committee is solely for the purpose of information gathering and does not as a body make recommendations.

10.2 Contract faculty as defined in this Article shall mean certificated contract college faculty who are assigned 50% or more of a full-time equivalent. The full individual premium shall be paid by the District towards the cost of group long-term disability and life insurance for contract faculty. The District shall also pay the full individual premium (which shall include coverage for dependents) towards the cost of group dental and vision insurance for contract faculty.

The District shall contribute $183.00 per month toward the cost of the full individual premium (which includes coverage for dependents) for any of the medical insurance plan options offered through the District. Contract faculty electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

10.3 The District shall contribute $183.00 per month towards the cost of the full individual premium (which includes coverage for dependents) for any of the medical insurance plan options offered through the District for all retirees who have worked for the San Diego Community College District for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64), inclusive.

Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.

10.4 Retirees who do not meet the above qualifying criteria may continue to participate in the group medical plan by paying premiums to the District in advance.

10.5 The District shall contribute $183.00 per month towards the cost of the full individual premium (which includes coverage for dependents) for any of the medical insurance plan options offered through the District for hourly employees who serve an average equal to sixty (60) percent of a full-time assignment for six (6) consecutive months.

The effective date is the date when the employee completes an enrollment application where such date coincides with or follows the completion of six (6) consecutive months. Coverage continues as long as qualifying hours are served. For the purpose of determining qualifications, summer recess shall not represent an interruption.

10.5 (cont'd.) Eligible employees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.

10.6 Hourly employees who have served the District four hundred fifty (450) hours (lifetime) with part in each of the last three (3) consecutive academic years are offered group medical insurance on a "shared-premium" basis, commencing with the first (1st) enrollment period following qualification. Eligible hourly employees shall make an advance deposit, at least one (1) month in advance, with any unused portion refunded at the end of the insurance year based upon the ratio of clock hours served to a regular sixty (60) percent of the weekly assignment.

10.7 Specific provisions for the foregoing sections are described in the Group Insurance Benefits booklet available from the District Personnel Office.

ARTICLE XI - LEAVES

11.1 SICK LEAVE

11.1.1 Eligibility

Sick leave benefits shall be available to all employees covered by this agreement. Any time taken as sick leave, which, upon termination, does not have a sufficient accumulation from which to draw, shall be recovered from the employee.

11.1.2 Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the immediate supervisor for each separate pay reporting period. Upon return, the employee must file within ten (10) calendar days a completed form covering any leave taken which was not included in any previous applications. Physician's signature may be required on the prescribed form for leaves of any duration, and may be required on any leave over five (5) workdays. Three (3) workdays prior to returning from leaves for thirty (30) calendar days or more, employees must provide a written clearance of the attending physician indicating recovery and fitness to resume a full range of normal duties as determined by the District.

11.1.3 Authorized Uses

Absence from duty because of illness, injury, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

11.1.4 Sick Leave Allowance

Employees with a full-time assignment shall be eligible for sick leave at the rate of one (1) day per month of service, beginning with the first month in which fifteen (15) calendar days were served in the employment of the District. The accrual shall be proportionate to and for assignments less than full time. Unused, full-salary sick leave shall accrue without limitation. A permanent employee who resigns, and is rehired within 39 months of the last date of paid service, shall have all accumulated, unused full-salary sick leave credits restored.

Hourly instructors who become monthly instructors shall have their full-salary sick leave converted to their contract assignment on the effective date of the contract. Monthly employees who are also hourly instructors shall be eligible for sick leave privileges of both categories.

11.1.5 Half-Salary Sick Leave

Full-time employees shall have a potential of 100 workdays of sick leave at half-salary. The actual half-salary days shall depend upon the number of full-salary sick leave days accrued such that the total of both does not exceed 100 workdays plus the current year's entitlement. Hourly employees shall be eligible for an amount of time which is the same proportion as their full-salary sick leave. Employees cannot continue on half-salary sick leave from one fiscal year to the next, and shall be eligible for a new entitlement of half-salary sick leave only when medically cleared and returned to the regular duty assignment for a minimum of one (1) day.

11.1.6 Transfer of Accumulated, Full-Salary Sick Leave

Employees who have previously worked for another California school district may have their previous sick leave balance transferred to the San Diego Community College District, provided each of the following conditions are met:

1) Employment in the previous district as a certificated employee was for a period of one (1) calendar year or more.

2) Employment with the San Diego Community College District began on or after September 17, 1965.

3) Employment with the San Diego Community College District is accepted within one (1) year of termination from the other district.

11.1.7 Extenuating Circumstances and Special Conditions

1) Quarantines--Employees who are unable to perform the duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

2) Illness Preceding Death--In the event of the death of an employee while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within 30 calendar days after death.

3) Sickness While on Duty--Employees who report for duty in the morning and are unable to continue because of sudden illness will be counted as absent one-half day if they have worked at least three hours, or a full day if they have worked less than three hours.

4) Work While Convalescing--During an illness or while convalescing, an employee may not work part of a day (other than the first day of the leave) and collect sick leave benefits for the remainder of the day.

5) Service Credit for Retirement--Employees whose retirement date is the first workday following the last day of service with the District shall be credited for all days of accumulated, unused, full-salary sick leave to which the employee was entitled on the final day of paid service to the District, provided that the employee was employed prior to July 1, 1980.

6) Termination of Employment--If an hourly class closes due to low enrollment, lack of funding or other reason, sick leave benefits cease upon termination of the employment relationship. This situation should be distinguished from those in which the instructor severs the employment relationship before the end of the academic year. When an instructor severs the relationship, the District may deduct from the final check a prorated amount representing unearned sick leave.

11.1.8 Personal Necessity Leave

1) A maximum of six (6) days of accumulated, full-salary sick leave credit may be used for any of the following:

   a) Death or serious illness of a member of the immediate family. In the case of illness, there must be a need for the services of a physician and the immediate presence of the employee.

   b) Accident involving the employee's person or property, or that of his/her immediate family.

   c) Appearance in court as a litigant, or as a witness under an official order.

   d) With the approval of management, full-time certificated employees assigned less than twelve (12) months and who accrue no vacation leave, may use up to two (2) days of accumulated sick leave per year for personal observances or discretionary leave, subject to the following conditions:

      1. Only 5% of the eligible faculty may be gone at any one time, and

      2. That prior notification of five (5) working days be provided. Notice may be waived by management in cases of dire emergency.

Instructors using such leave shall be responsible for their class assignments during the period of absence, either by arranging for coverage from within the department, or by providing additional class work assignments.

2) Absences for personal necessity must be taken in some increment of four (4) hours, and shall not be granted during a scheduled vacation or leave of absence.

3) Requests for personal necessity leave shall be made orally to the immediate supervisor and, upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed. Verification may be required, including a signed statement by the employee and/or the attending physician.

11.2 VACATION

11.2.1 Eligibility

Vacation days shall be granted to all twelve-month contract employees covered by this Agreement, and in accordance with the provisions contained herein.

11.2.2 Application for Benefits

All requests for vacation shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be submitted to the immediate supervisor at least two (2) weeks in advance. Employees shall schedule their vacations with the prior approval of the immediate supervisor and the college or division president. Employees shall not be permitted to take vacation during the first six (6) months of paid service, or more than twenty (20) days at one time, unless approved by the Director of Personnel Services or his/her designee.

11.2.3 Vacation Allowance

Vacations shall be earned and accrued on a monthly basis by twelve-month contract employees as follows:

1) Accrue 13.34 hours for each month of service or 20 days for a full year of full-time service.

2) Vacation accruals shall be prorated for twelve-month contract employees working less than full-time assignments.

3) Employees who have worked six (6) calendar months or more and who resign, retire, or are placed on extended unpaid leave, shall be paid for earned unused vacation at their current rate of pay.

3) Unpaid leaves in excess of 90 calendar days shall be considered a break in service and will not be credited for vacation eligibility purposes.

11.2.5 Effect of Transfer to Another Assignment Year

1) With transfers from twelve-month to ten-month assignments, employees may use any accrued but unused vacation prior to the effective date of the transfer, or by appointment to periods other than scheduled work/contract days of the ten-month assignment.

2) With transfers from ten-month to twelve-month assignments, employees shall start to accrue a vacation entitlement of 13.34 hours per month (for a full-time assignment) as of the effective date of the new assignment.

11.3 LONG-TERM LEAVE OF ABSENCE

11.3.1 Eligibility

Long-term leaves of absence, those in excess of one month, may be granted to permanent employees covered by this Agreement. Probationary employees are eligible for leave due to pregnancy or military leave only.

11.3.2 Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, with all necessary documentation attached, such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate supervisor in advance of the intended leave.

11.3.3 Authorized Uses

Long-term leaves are authorized for the following uses:

1) Professional Study Leave--Requests for professional study leave must be accompanied by an outline, in writing, of the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study.

2) Health Leaves (including leave due to pregnancy)--An employee with insufficient leave or accrued employment time to qualify for sick leave, or who desires not to utilize accrued sick leave, may apply for health leave without pay. All requests for health

leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

3) Service to Other Public Agencies and Institutions--Long-term leaves of absence may be granted to employees to serve another public agency in some full-time capacity which will benefit the District and the employee. This leave may be used for exchange instructor assignments where the teacher's salary is to be paid by the other college or district, or by a foreign nation.

4) Long-Term Military Leave (more than 30 workdays per college year)--An employee shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

    a) Salary Entitlement (first 30 days)--An employee who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first 30 days of ordered military duty. Pay for such purposes (deemed to be one month's salary) shall not exceed 30 days in any college year.

    b) Return to the District--An employee, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the employee shall not be entitled to sick leave, vacation, or salary for the period he/she was on leave, except as noted above.

    c) Forfeiture of District Position--An employee who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.

5) Travel Leave--After ten (10) years of service to the District, an instructor may apply for a leave of absence for travel, without pay, for a period not exceeding one academic year, to be taken on a one-semester or two-semester basis.

6) The Chancellor may grant other long-term leaves at his/her discretion.

11.3.4 Length of Leave

Long-term leaves of absence may be granted for periods up to a year, and may be extended on a year-to-year basis. The total period of leave may not exceed three (3) full college years in addition to any remaining portion of a year in which the leave began.

11.3.5 Salary Considerations

All long-term leaves are taken without salary, except the first 30 days of military leave. Salary-step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, and military leaves.

11.3.6 Retention of Earned Sick Leave

Employees on long-term leaves of absence shall retain any prior sick leave which may have accumulated, but shall not accumulate any additional sick leave rights during the leave period.

11.3.7 Return from Leave

At the expiration of a leave of absence, an employee shall be reinstated in a teaching position covered by his/her credential at the commencement of the leave of absence. Probationary certificated employees returning from pregnancy or military leave shall retain the tenure status which they had earned prior to the leave of absence.

11.4 SHORT-TERM LEAVE OF ABSENCE

11.4.1 Eligibility

Short-term leaves of absence may be granted to any employee covered by this Agreement.

11.4.2 Application for Benefits

Requests for short-term leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the employee's supervisor and the college/division president in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

11.4.3 Authorized Leaves

1) Personal Business Leave--Employees may be excused from duty with verbal permission from the supervisor, without loss of pay, for a period of not more than two (2) hours. Permission to be absent without pay for more than two (2) hours may be granted to an employee, not to exceed one (1) month, and in increments of not less than four (4) hours. Valid reasons for and conditions of personal business leave include, but are not limited to:

    a) Death or illness in immediate family (extension of bereavement leave).

b) Extension of paternity/adoption leave in emergency cases.

c) Unavoidable transportation delay.

d) Private legal matters, including marriage and divorce.

e) Attendance at college graduation ceremonies (immediate family).

f) Participation in college graduation ceremonies.

g) Attendance, as officer or delegate, at civic or fraternal conventions.

h) Funeral attendance.

i) Emergency child-care problems.

j) Meeting spouse or seeing him/her off to overseas duty.

k) Attendance at wedding.

l) Taking examinations.

m) Leaves are not granted to extend a vacation period or to provide additional days off immediately preceding or following a holiday. Leaves are not granted for attendance at high school or grade school graduation ceremonies.

2) Paternity/Adoption Leave--Upon the birth of a child, or in order to make final arrangements to adopt a child, an employee, upon verbal request, shall be granted one (1) day of leave without loss of pay. Upon return to duty the employee must submit the appropriate leave request form.

3) Bereavement Leave--Absence without loss of salary for a period not to exceed three (3) days (five [5] days if the destination is over two hundred [200] miles one [1] way) may be granted to an employee upon the death of a member of his/her immediate family, or any relative living in the immediate household of the employee.

a) Immediate family shall include the employee's spouse, son (son-in-law), daughter (daughter-in-law), stepchild, brother and sister; and the mother (stepmother), father (stepfather), grandmother, grandfather, and grandchild of the employee and his/her spouse.

b) Leave may be secured by verbal request, but requires the appropriate leave request form upon return to duty.

c) Leave granted to eligible employees working summer assignments shall not be extended by the use of personal necessity leave.

4) Short-Term Military Leave--An employee shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examinations for the armed forces, and for the purpose of engaging in ordered, temporary military training not to exceed 30 workdays per college year.

a) Ten-month employees who are members of military reserve units shall request their military active-duty training orders for periods when classes are not in session.

b) Short-term military leaves for active duty will be granted during the college year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

c) The leave request form shall be submitted with copies of official orders attached.

5) Leave for Court Appearance--When an employee is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary may be granted. The leave request form shall be submitted with a copy of the subpoena attached. Witness fees received by an employee shall be remitted to the Finance Manager, Business Services within ten (10) days of receipt of such fees.

6) Leave for Jury Duty--Leave of absence shall be granted to any employee called for jury duty. When responding to initial summons to determine eligibility for jury service, an employee may be excused from duty without loss of pay. (See Personal Business Leave.)

11.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

11.5.1 Eligibility

Industrial accident and illness leave shall be available to monthly employees covered by this Agreement immediately upon employment with the District.

11.5.2 Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the employee's supervisor within three (3) workdays of the commencement of the leave, or upon return to duty, whichever is the lesser.

11.5.3 Authorized Use

Industrial accident and illness leave is provided by the District for the purpose of augmenting temporary disability payments during absences due to on-the-job injury or illness.

11.5.4 Leave Allowance

A maximum of 60 working days of leave per accident may be granted to monthly employees. The leave allowance is reduced by one (1) day for each day of absence caused by or related to the on-the-job injury, regardless of amount or method of compensation.

11.5.5 Compensation

Where Workers' Compensation benefits do not cover the employee's full salary, the balance will be made up by industrial accident leave. Throughout the sixty (60) days of industrial accident leave, the employee will receive full salary. When the absence exceeds three (3) consecutive days (excluding day of injury), the State Compensation Insurance Fund will begin temporary disability payments, sent in care of the District. The employee's gross District salary will be reduced by the amount of the state disability payment. On pay day, the State Compensation Insurance Fund warrant(s) and the reduced District pay warrant will be available to the employee. The reduced District pay warrant will result in a reduction in the income and social security taxes withheld, but will not affect the retirement contribution, which is based upon the unmodified gross salary.

11.5.6 Leave Available Upon Expiration of Accident Leave

Sick leave, vacation, or other compensatory time off may be used in the following order:

1) The sixty days' accident leave is paid first.

2) All regular full-salary sick leave is paid next.

3) Half-salary sick leave and money from the State Compensation Insurance Fund is paid next, the aggregate amount of which shall not exceed the employee's partial sick leave compensation entitlement and to the extent that money from the State Compensation Insurance Fund is available.

4) Vacation may be used if absence due to industrial injury or illness exceeds the sick leave benefits for which the employee is eligible. Vacation may be used prior to half-salary sick leave, if requested by the employee.

5) After all paid benefits are exhausted, the employee receives any remaining money due him/her from the State Compensation Insurance Fund; and the employee may be placed on long-term health leave without pay.

11.5.7 Absence Beyond Expiration of All Leaves

When all paid leave of absence has been exhausted, the employee may be placed on a health leave of absence without pay. Such leave normally is granted for one (1) year only, but may be extended for a maximum of one (1) additional year. If an employee has not sufficiently recovered by the end of the leave period, he/she shall retire if eligible, resign, or accept dismissal for reasons of health. Application for reemployment from such employees will be given full consideration when accompanied by evidence of full recovery and ability to meet current employment standards. If an employee who was classified as a permanent employee is rehired within thirty-nine (39) months after his/her last day of paid service, all rights, benefits, and burdens of a permanent employee shall be restored.

11.5.8 Reconciliation of Leaves

Upon return to duty, following medical clearance, the money value of any disability payments in excess of the sixty-day leave allowance shall be converted to regular full-pay sick leave days, which are credited to the employee's sick leave account. The excess money is divided by the employee's regular daily rate of pay to arrive at the number of sick leave days creditable.

11.6 SABBATICAL LEAVE

11.6.1 Eligibility

Permanent certificated staff shall be eligible for a sabbatical leave after six (6) consecutive years of satisfactory service to the District. Faculty who have completed a sabbatical leave are re-eligible for a sabbatical leave upon completion of each additional six (6) consecutive years of satisfactory service. However, time spent on sabbatical leave may not be included in any such six-year period. Leave options include:

1) One contract year at fifty percent (50%) salary.

2) One half-year at full (100%) salary.

3) Two half-years within a 36-month period at fifty percent (50%) salary.

11.6.2 Application for Leave

Applications shall be in writing, upon the form prescribed and provided by the District, and shall be filed with the appropriate chairperson or center administrator in accordance with the following deadlines:

1) February 15--for semester or full-year sabbatical leave during the academic year beginning the following fall.

2) October 1--for one-semester sabbatical leave during the following (spring) semester.

Applications will be evaluated in terms of the priorities listed under 11.6.4 below, and must include a complete outline of the proposed sabbatical programs and a statement of the way in which the program will benefit the colleges/centers and students. The objectives of the proposed program should be realistic and attainable, and the expected benefits to the colleges/centers and students should, in most cases, be tangible and subject to verification. Any changes proposed in this plan by the applicant after the leave has been approved must immediately be submitted to the appropriate president in writing, since the applicant is held responsible for completing the approved program.

11.6.3 Number of Leaves

Unless specifically authorized by the Board of Trustees, no more than an average of 3.5 percent of the total certificated contract staff positions, excluding administrators, shall be on leave during any one contract year. Sabbatical leaves are subject to Board approval and budget limitations. The number of sabbatical leaves granted in the spring for the following year should not exceed 60 percent of that year's quota for the college/center. The remaining applications shall be held until the fall for consideration along with new applications received at that time.

11.6.4 Types of Leaves

First Priority

Highest priority in consideration of sabbatical leaves will be for those faculty who are applying for a retraining. Retraining is defined as the upgrading or the acquisition of knowledge and skills to assist the instructor to move into a new area of instruction because his/her former area has declined and is, therefore, being phased out; or, it is the acquisition of new knowledge and skills in order to bring the particular instructional program up to date with current practices in industry or current knowledge of the discipline.

ARTICLE XI - LEAVES (continued)

Second Priority Applicants on study leaves are expected to carry a full program of academic work. The application should include the name of the institution which will be attended, the number of units which will be carried, the types of courses which will be taken, the degree which will be received, if any, etc. Prior to submitting the request for leave, the employee should have determined personal eligibility for admission to the training institution and done as much pre-planning as possible regarding his/her program.

Third Priority Applicants on independent research leaves are expected to accomplish an amount of work equal to a full-time study program. Applications for research leaves should include a description of the research project which will be undertaken, the use which will be made of the information, the way in which the research will be completed, the contacts which will be made, and the way in which these contacts will be made, the specific itinerary, if any, and other pertinent information. A person wishing to follow a research program should discuss his/her intentions with the appropriate president and should determine the following before submitting the request: (1) Will the research, when completed, actually be of value to the District, and (2) Is such research already available in another research project or in the literature?

Fourth Priority Applicants on travel leave are expected to travel outside the State of California for at least 50 percent of the period of the leave (based on the total elapsed time from the beginning to the end of the employee's regular assignment period during which the leave is taken). Travel to fulfill sabbatical leave requirements must occur during the regular assignment period of the employee. Applications for travel leave must include a detailed itinerary showing the countries or places to be visited and approximate dates of arrival and departure and the specific reasons for travel to such locations. Travel in itself is not a sufficient justification for granting a sabbatical leave. Travel is to be considered a necessary means to gain access to information, people, experiences, or materials that can be translated into benefits for the colleges/centers and students. The application must also include a statement of the manner in which the proposed travel will contribute to the professional development of the applicant. Primary emphasis should be placed on the significance of the experiences to the employee as an educator and to the possible application of the educational development to his/her regular assignment. It is suggested that applicants for travel leave discuss their intentions with the appropriate president before submitting an application.

11.6.5 Compensation and Bond

1) Compensation for an employee on sabbatical leave shall be one-half of the employee's yearly salary. The employee shall receive the benefit of any service increment and/or salary reclassification entitlement had the employee remained in active service.

2) Every employee, as a condition to being granted a leave, shall agree in writing to render a period of service in the employ of the District following his/her return from the leave of absence which is equal to twice the period of the leave.

3) The employee may elect to receive compensation under either of the following options:

   a) Option 1--If the leave is for a period of one year, the employee may receive compensation in two equal installments at the end of the first and second year of service rendered in the District following return from leave; if the leave is for a period less than one year, the employee may receive the total compensation at the end of the first year of service rendered in the District following return from leave.

   b) Option 2--Regardless of the length of leave, the employee may receive compensation in the same manner as if he/she had remained in active service.

4) The employee who elects Option 2 must post a suitable bond indemnifying the District against loss in the event the employee fails to render the agreed-upon period of service in the employ of the District upon return of the employee from the leave of absence. A bond form will be furnished by the District.

   An employee who has completed a sabbatical leave and who leaves the District before fulfilling the service obligation shall reimburse the District in the amount due for the portion of the unfulfilled obligation no later than the last day of employment with the District.

5) In order to ensure receipt of monthly warrants, Personnel Services must be notified in writing by the employee of the current mailing address to which the warrants are to be forwarded.

6) Time on sabbatical leave shall be counted as regular service for purposes of salary advancement or reclassification, while for retirement purposes it shall be counted as half-time if a full-year sabbatical leave, or full-time if a half-year leave. (An employee on a full-year sabbatical leave may elect to pay the difference between half-year and full-year status for retirement purposes, in which case the leave will count as full time for retirement purposes.)

7) Outside employment during the period of sabbatical leave must be approved by the employee's college or division president.

8) At the discretion of the Board, the number of persons on sabbatical leave may be greater than the 3.5 percent limitation addressed above for the purpose of necessary retraining of faculty.

11.6.6 Accident or Illness

Interruption of the program by serious accident or illness during a sabbatical leave, evidence of which is required, shall not prejudice an employee with regard to the fulfillment of the conditions under which the leave was granted, nor affect the amount of compensation to be paid each employee under the terms of such sabbatical leave. However, the president must receive prompt notification of such accident or illness, which in general shall be by registered or certified letter mailed within ten (10) days of such accident or illness. It is the responsibility of the president to communicate such change in leave plans to the Director of Personnel Services. In case of death of the individual while on leave, his/her estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.

11.6.7 Return to Service

1) At the expiration of the sabbatical leave, and in the absence of other mutual agreement between the employee and the District, the employee shall be reinstated in a position equivalent in duties and salary to that held by him/her at the time of the granting of the leave of absence.

   In most instances, it will be possible to determine in advance that the best interests of the District will be served by placing the sabbatical leave recipient in the same assignment held prior to the granting of the leave. Personnel Services shall notify the employee replacing the employee on sabbatical leave, in writing, that the assignment shall be only for the duration of the sabbatical leave.

2) Not later than six (6) weeks after return to duty, each employee returning from leave shall file with his/her president, for review by the Professional Development Committee, evidence that the objectives stated in the application have been met. The employee shall not be considered as having completed the requirements of the sabbatical leave until this evidence has been verified by the Professional Development Committee and the appropriate president, and approved by the Director of Instructional Services.

   a) Evidence of fulfillment of a retraining leave shall meet the criteria outlined in the original application for the leave.

   b) Evidence of fulfillment of a formal study leave is an official transcript showing all courses completed and degrees granted; additional credentials obtained should be registered.

c) Evidence of fulfillment of an independent research leave is an original typewritten report in thesis form and the plans for application of research findings in ways beneficial to the college/center and students.

d) Evidence of fulfillment of a travel leave is an original typewritten report which shall include:

  (1) A brief description of places visited and the dates of visits;

  (2) Names of people interviewed and dates of interviews, if applicable;

  (3) A detailed description of information, experiences, or materials acquired which relate to personal professional development and which are planned for translation into curriculum or course content changes, modified teaching techniques, curriculum or course instructional materials, or other changes which are designed for the benefit of college/center and students.

ARTICLE XII - RIGHTS OF PARTIES

12.1 FACULTY RIGHTS

12.1.1 The Board and the Association agree to work cooperatively to promote and maintain a climate of free, impartial, and responsible inquiry and discussion.

12.1.2 The use of recording devices in the classroom shall be at the discretion of the faculty member.

12.2 ASSOCIATION RIGHTS

12.2.1 The Association and its duly authorized campus representatives shall have the use of District facilities in conformity with the Civic Center Act.

12.2.2 The Association shall have the right to use District copying equipment and services provided such use does not interfere with instructional support services and provided the Association reimburse the District for actual costs.

12.2.3 The Board shall set aside reasonable bulletin board space for Association use. Bulletin boards shall be located prominently in areas frequented by faculty such as, but not limited to, mailbox areas and lounges. The Association shall be responsible for keeping material updated.

12.2.4 Faculty members who are duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on campus property and as necessary to the performance of Association responsibilities to members of the bargaining unit, provided such activity does not interfere with the instructional process.

12.2.5 The president of the Association or his/her designee shall have the right to submit arguments and data relative to agenda items at Board meetings. Association presentations at Board meetings shall not interfere with or disrupt the orderly conduct of Board meetings.

12.2.6 A campus faculty parking identification sticker shall be provided to the Association for its designated local staff representative(s).

12.2.7 The District will give the Association two (2) copies of all tentative, preliminary, and final budgets.

12.2.8 Paid staff representatives of the Association or its affiliates may meet with faculty members on campus provided that they identify themselves in the office of the college center chief administrator and provided that no interruption of instruction results.

12.2.9 The Association shall have the right to use the District mail service and faculty mailboxes for communication with faculty members.

12.2.10 To provide a means for consultation on matters outside the scope of representation and matters related to the administration of the Agreement, there shall be created a Consultation Committee composed of the Chancellor, or designee, and the Association president, or designee, and such other individuals as either shall appoint. The committee shall meet on a regular basis and each party shall have the right to submit agenda items.

12.2.11 Within the limits of the Privacy Act, names, job titles, home addresses and telephone numbers of all faculty members shall be provided to the Association no later than forty-five (45) days from the first (1st) day of each recognized academic term, semester, or summer session.

12.2.12 The Association shall be granted two thousand five hundred (2,500) hours yearly of paid released time to be used at the discretion of the Association for the following purposes: processing grievances, negotiations, contract administration, attendance at state or national association meetings, and consultation with management.

12.2.13 The Board shall not reduce or eliminate any current provisions, Board policies and/or rules and regulations within the scope of representation provided teachers as of the date of this Agreement, unless otherwise provided by the express terms of this Agreement.

12.3 MANAGEMENT RIGHTS

12.3.1 The District, on its own behalf, and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities not specifically modified by the terms and conditions of this Agreement.

ARTICLE XIII - CALENDAR

13.1 There shall be established a District Calendar Committee to prepare an academic calendar that enhances the instructional process. The committee shall be comprised of equal numbers of representatives of each exclusive bargaining agent and a representative of management appointed by the Chancellor. All parties have the right to bring in consultants as needed. The committee shall serve to represent the concerns of the interested parties by the formulation of an appropriate calendar to be presented to the Chancellor or his/her designee.

ARTICLE XIV - DUE PROCESS

14.1 When problems arise in the performance of assigned duties and responsibilities, the District will attempt to assist the faculty member in solving these problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction. Discipline includes the District's rights to reprimand, to suspend (with or without pay) or to terminate a faculty member. Discipline shall not be administered without just cause.

14.2 All employees are eligible for a pre-disciplinary hearing prior to any disciplinary action involving loss of pay.

14.3 In all cases involving a pre-disciplinary hearing, the appropriate manager, serving as a hearing officer, shall be required to provide in writing the following:

14.3.1 The proposed disciplinary action,

14.3.2 A statement of charges,

14.3.3 The rule, regulation, practice, or policy involved,

14.3.4 Statements of employee's right to review, and/or receive copies of any documents or evidence,

14.3.5 Statement of employee's right to respond orally or in writing, or both, and

14.3.6 Right of employee to have representation.

14.4 Any disciplinary action which involves the deprivation of salary or termination of employment is subject to the grievance procedure, after a final decision has been rendered.

14.5 The hearing date and time shall be set no sooner than fourteen (14) calendar days after delivery of the written notice, unless an earlier date is mutually acceptable.

14.6 After the information hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the parties in writing of the final decision within ten (10) calendar days.

14.7 A contract faculty member who submits a written resignation under stress or duress may, within ten (10) workdays following the date said resignation was submitted, withdraw the resignation without prejudice.

14.8 Prior to the placement of any letter of reprimand into an employee file, such letters shall be reviewed by the employee affected.

ARTICLE XV - EVALUATION OF FACULTY

15.1 The parties agree to continue to meet to develop new procedures. Procedures currently in effect shall be continued in the interim.

15.2 Evaluation procedures and instruments for faculty on Schedule D shall be developed no later than January 1, 1986 by an independent third party selected by the Board, such as the Educational Testing Services (E.T.S.). There will be faculty consulation with regard to the selection of the independent third party, and in the formulation of the instrument and the procedures for the use of the instrument. This section of Article XV shall expire June 30, 1993.

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ARTICLE XVI - TRANSFERS

16.1 DEFINITIONS

16.1.1 A transfer refers to any administrative or Board action that results in the movement of a contract faculty member from the administrative jurisdiction of one president to another, or from one campus site to another.

16.1.2 A transfer may be initiated by the faculty member (voluntary transfer) or by the District (administrative transfer).

16.2 VOLUNTARY TRANSFERS

16.2.1 Faculty shall be notified of certificated faculty vacancies on all sites prior to any general advertising or recruitment.

16.2.2 Faculty members desiring to transfer to another program shall submit their request in writing to the president of the program of their present assignment. The request shall be acknowledged in writing. An information copy of the request and the reply shall be forwarded to the president of the requested program.

16.2.3 The president of the requested program shall consider requests for transfer prior to the public announcement of the position. The following non-ordered criteria shall be the basis for consideration:

1) Credentials to perform the required services.

2) Demonstrated competence in the subject field, including recency of knowledge and experience.

3) Seniority in the District.

4) The needs of the faculty member.

5) Affirmative Action goals.

6) The education-related needs of the District.

16.2.4 Any faculty member whose training and/or experience is in the discipline(s) in which the vacancy exists shall be interviewed for the position.

16.2.5 The position may be filled from the transfer request(s) or the faculty member's application may be considered in open competition with other applicants.

16.3 ADMINISTRATIVE TRANSFERS

16.3.1 The Chancellor may transfer an instructor when such transfer serves the needs of the District.

16.3.2 A faculty member who is to be administratively transferred shall be given the reasons for the impending transfer, and shall have the right to indicate preference from a list of current vacancies.

16.3.3 A faculty member who has been administratively transferred shall have the option of returning to the original college to fill the first vacancy occurring within one (1) year of the transfer for which he/she is qualified or to remain at the college to which he/she has been transferred.

ARTICLE XVII - EARLY RETIREMENT

17.1 REDUCED LOAD

On the approval of the Board of Trustees faculty members shall be granted the option of fifty percent (50%) reduced load-early retirement under the following rules:

17.1.1 The faculty member must have reached the age of fifty-five (55) prior to reduction in workload.

17.1.2 The faculty member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment. If a faculty member was on a Board-approved paid leave of absence at any time during the immediately preceding five (5) years, such leave of absence will be counted as full-time employment.

17.1.3 The option of part-time employment may be exercised at the request of the faculty member and can be revoked only with the mutual consent of the Board and the faculty member. Participation in this program is limited to five (5) years. Retirement is mandatory at the end of that period.

17.1.4 The faculty member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.

17.1.5 Leave of absence benefits shall be reduced by fifty (50) percent.

17.1.6 The part-time employment shall be the equivalent of one-half of each regular workday of service required by the faculty member's contract during his/her final year of service in a full-time position (unless there was an atypical assignment during that year), or full-time service the first or second semester of an academic year, provided that in the event the faculty member elects full-time service during the second semester, he/she shall be required to furnish a third-party surety bond at his/her own expense indemnifying the District for all benefits and retirement contributions paid by the District in the event he/she does not render paid service during the second semester.

17.1.7 Contributions to the State Teachers Retirement System shall continue at the full salary amount.

17.2 HOURLY EMPLOYMENT FOR RETIREES

17.2.1 Faculty members with eight (8) or more years contract service shall be eligible for hourly employment at the time of retirement not to exceed 30% of full-time and subject to the maximum allowable under his/her retirement system. Employment may extend from the date of retirement for a maximum of ten (10) years, and shall terminate at age 70.

ARTICLE XVII - EARLY RETIREMENT (continued)

17.2.2 Instructors who have retired from District service under Section 17.2.1 shall be placed on a pro rata hourly rate on the current contract schedule on the step equal to their last placement on the contract schedule prior to retirement.

17.2.3 At the request of the employee, a leave of absence from this program may be granted by the Board of Trustees.

ARTICLE XVIII - TRAVEL AND CONFERENCE

18.1 Faculty members may use District vehicles for travel within the State of California and outside the state at the discretion of the District.

18.2 Faculty members shall be entitled to reimbursement for required travel for District-related activities. Prior approval must be granted by the president of the related program or his/her designee.

18.3 If a faculty member uses his/her own vehicle, the District shall provide reimbursement for use at the rate established by the District; provided, however, that the total reimbursement for any single trip shall be limited by the current rate of tourist air fare. The Board of Trustees shall review the rate quarterly for possible adjustment due to cost increases.

18.4 A travel and conference fund of seventy-five dollars ($75) shall be allocated per full-time equivalent faculty member to each campus. The travel and conference funds shall be assigned to and use recommended by the Department Chair subject to the approval of campus management. Hourly faculty shall be eligible to apply for these funds on the same basis as contract faculty.

ARTICLE XIX - PATENTS AND COPYRIGHTS

19.1 OWNERSHIP: LEGAL CONSIDERATION

District employees may receive royalties or other compensation from publishers or producers of materials that did not involve the use of District funds/resources.

19.2 SOLE AND/OR JOINT OWNERSHIP OF COPYRIGHTS AND PATENTS

19.2.1 Creative Development Based on an Employee's Own Idea and Time While Not Under District Supervision or Assignment--A copyright or patent may be secured by the District employee in his/her own name. Where the time, effort, and expense of the creative development are clearly and substantially those of the employee, he/she may apply for a copyright or patent exclusively in the employee's name and at the employee's own expense. The rights and privileges of the two parties - the employee and the District - are defined under current United States copyright and patent laws and state laws.

19.2.2 Creative Development Based on the Cooperative Efforts and Ideas of a Group of District Employees on Their Own Time While Not Under District Supervision or Assignment--A copyright or patent may be secured by a group of District employees in their own name. Where the time, effort, and expense of the creative development are clearly and substantially those of a group of District employees, such group may apply for a copyright or patent exclusively in their own name and at their own expense. The rights and privileges of the two parties - the District and the employee group - are defined in current United States copyright and patent laws and state laws.

19.3 COPYRIGHT OR PATENT BY DISTRICT IN ITS OWN NAME

19.3.1 Where the creative development was accomplished by a District employee, or group of employees, under District assignment and administrative supervision and the cost of the development was borne by the District, the District may apply for a copyright or patent in its name and retains ownership and control in accordance with the copyright and patent laws. The rights of the parties are defined in current United States copyright and patent laws and state laws.

19.4 NOTICE OF INTENT TO COPYRIGHT OR PATENT

19.4.1 In cases where the ownership of copyrightable or patentable writing or materials is in doubt, the procedure set forth in Section 6 shall apply.

19.5 USE OF DISTRICT NAME

19.5.1 The name of the District may not be exploited for personal gain by any District employee or group of employees in connection with the public use, promotion or sale of the copyrighted or patented material, except where the District has given written permission to use its name.

19.6 IMPLEMENTATION

19.6.1 Applicant (When Ownership is in Doubt)

1) If possible prior to the expenditure of time, effort, and expense and in any event prior to affixing a copyright notice to working papers and drafts of materials, submits a memorandum via the college/center president to an attorney, acceptable to both parties, outlining the intent, including the following information:

   a) Employee name and position.

   b) A brief description of the material developed or to be developed.

   c) How and where it was, or will be, developed.

   d) The names of all individuals who helped or will help in its development.

2) Requests approval to append a copyright notice to all working papers, drafts and associated materials, and to submit a formal application upon completion.

19.7 The attorney shall render a decision pertaining to approval, disapproval, or conditions pertaining to the request. If employees of other districts will participate in the development, the approval of the other districts shall be obtained.

19.8 APPLICANT

If the request is approved, proceeds with work on his/her own time and at his/her own expense, leading to sole or joint ownership of a copyright or patent.

19.9 Costs for the attorney shall be equally shared by both parties.

ARTICLE XX - SAFETY

20.1 The Association and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the employee.

20.2 Faculty members and Association safety representatives shall report in writing any unsafe conditions that exist to the designated safety officer within the management staff of the program. The report should include recommendations for remedial steps to be taken.

20.3 The designated safety officer shall give written response to reports of safety hazards, indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time, permitting investigation, evaluation, and proposed determination.

20.4 Faculty members shall not be required to work under conditions in which a clear and present danger to their health or safety exists.

ARTICLE XXI - PROFESSIONAL DUES

21.1 Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the District administration a District form authorizing deduction of San Diego Community College Teachers Association/CTA/NEA dues. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the faculty member each month for ten (10) months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be at the same monthly rate as if the individual had such deductions for the full ten (10) months.

21.2 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the faculty member's pay warrant, such monies to the Association's designee accompanied by an alphabetical list of faculty members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

21.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

21.4 Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the District.

ARTICLE XXII - PERSONNEL FILE

22.1 There shall be only one official personnel file for each bargaining unit member. No action may be taken against a unit member on the basis of material other than that contained in the official personnel file.

22.2 Personnel files shall be kept in confidence and shall be available for inspection only by the unit member, a representative of the Association (with the unit member's written authorization), and authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the faculty member.

22.3 Any material placed in a faculty member's file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy shall be given to the faculty member prior to the time of insertion in the personnel file. No anonymous letters or materials shall be placed in this file.

22.4 Only material related to the faculty member's assigned duties or professional responsibilities shall be placed in the personnel file.

22.5 In the case of derogatory materials related to a faculty member's assigned duties or professional responsibilities, such material shall not be entered in a faculty member's personnel file unless and until the faculty member is given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The faculty member shall acknowledge that he/she has read such material by affixing his/her signature and the date to the actual copy to be filed with the statement that his/her signature indicates only that he/she has read the material and does not necessarily indicate agreement with its contents.

22.6 A faculty member shall have the right to place in the file any material that he/she determines may have a bearing on his/her position as a faculty member. In the case of bulky items such as manuscripts or books, only a reference shall be placed in the file.

22.7 Upon the request of the faculty member, all derogatory materials shall be removed from the faculty member's personnel file and returned to the faculty member after remaining in the file for a period of three (3) years.

22.8 Unofficial personnel files may be kept in order to facilitate administrative or supervisory activities. Material transferred from an unofficial file to the official file shall be handled in the manner described above with the following exceptions: (a) material transferred from an unofficial file may not be used in action against a faculty member unless the transfer occurred two (2) months prior to initiation of such action and the specified procedures for notification and review have been followed; (b) material so transferred shall not be more than one (1) year old.

ARTICLE XXIII - MISCELLANEOUS

23.1 If work is being considered by the District for contracting out, and that work is currently being performed by unit members covered by this Agreement, then the Association shall have the right to review and approve or disapprove.

23.2 If work is being considered by the District for contracting out, and that work is not being performed by unit members covered by this Agreement, then the District shall provide one hundred twenty (120) calendar days notice to the Association.

ARTICLE XXIV - SAVINGS

24.1 If any provisions of this Agreement are found to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

24.2 The parties shall meet not later than ten (10) days after such written decision by a court or tribunal to negotiate on the provision(s) affected.

ARTICLE XXV - REDUCTION-IN-FORCE

25.1 Recommended layoffs and recall shall be in accordance with the appropriate Education Code provisions.

25.2 The District shall furnish SDCCTA a seniority list of contract and regular employees by no later than the first teaching day of each spring semester.

25.3 The Association and District administration, at least thirty (30) working days before the date of the Board meeting at which the recommendations are to be made, shall meet and negotiate regarding the impact of the proposed layoffs.

25.4 Contract or regular employees who are laid off shall be entitled to receive health and welfare benefits beyond their last actual date of service to the District up to September 30 of the year in which the employee was laid off.

25.5 Contract or regular employees who are laid off shall have the right to buy into the District's health and welfare insurance program, at their own expense, for a period of time not to exceed one (1) year beyond September 30 of the year in which they were laid off. Premiums are due and payable quarterly, in advance, on October 1, January 1, April 1 and July 1.

ARTICLE XXVI - DURATION AND CONDITIONS

26.1 Any individual agreement between the District and the individual employee within the representational unit of this Agreement heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

26.2 This Agreement shall supersede any rules, regulations, or practices of the District which are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.

26.3 For the duration of this Agreement, the Association and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.

26.4 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

26.5 The duration of this Agreement shall be from July 1, 1984 thru June 30, 1987.

26.6 Article VIII and any two (2) articles selected by each party shall be open for renegotiation prior to June 30, 1986.

26.7 The District and SDCCTA agree to review medical insurance rates prior to January 1, 1986.

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001286

Agreement Between

SANTA MONICA COMMUNITY COLLEGE DISTRICT

and

SANTA MONICA COLLEGE FACULTY ASSOCIATION

2 yr

Sept. 8, 1986 - Sept. 7, 1989

Adopted by the Board of Trustees
August 11, 1986

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

11th day of August, 1986.

For the Association

For the Board of Trustees

Agreement Between

SANTA MONICA COMMUNITY COLLEGE DISTRICT

and

SANTA MONICA COLLEGE FACULTY ASSOCIATION

September 8, 1986 - September 7, 1989

Adopted by the Board of Trustees
August 11, 1986

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ARTICLE 1

AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as "Agreement") by and between the Board of Trustees of the Santa Monica Community College District (hereinafter referred to as "District") and the Santa Monica College Faculty Association (hereinafter referred to as "Association"). "Parties" shall refer to the District and the Association.

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3, of the Government Code of the State of California (hereinafter referred to as "Act").

1.3 This Agreement shall remain in full force and effect from September 8, 1986, until September 7, 1989.

1.4 Both parties agree to reopen calendar negotiations for the 1988-89 year and salary and benefits negotiations for the 1987-88 year no later than April 1, 1987.

1.5 Both parties agree to reopen calendar negotiations for the 1989-90 year and salary and benefits negotiations for the 1988-89 year no later than April 1, 1988.

ARTICLE 2

RECOGNITION

2.1 The District recognizes the Association as the exclusive representative for the unit of all certificated employees, except for those employed in any of the following classifications: a) community service; b) short-term substitutes; c) Emeritus College; d) management, supervisory, and confidential employees as defined by the Act.

2.2 Before making any change in job duties which may affect unit membership, the administration and the Association shall confer regarding the potential movement of a certificated position either from the faculty collective bargaining unit or into the faculty collective bargaining unit.

ARTICLE 3

RIGHTS OF THE ASSOCIATION

3.1 Nothing in this Agreement shall be construed to deny or to restrict any unit member's rights granted under the Education Code of the State of California or other applicable state and federal laws and regulations. The rights granted to unit members by this Agreement shall be deemed to be in addition to those specifically provided in Board policy.

3.2 The Association retains the right to confer with the District on issues as provided in the Act.

3.3 The Association retains the right to negotiate into future agreements, which shall be effective after the expiration of this Agreement, any item included in the scope of negotiations as enumerated in the Act.

3.4 Names of all unit members shall be provided to the Association as soon as possible, but not later than thirty (30) days after the first census day of each semester, and addresses and telephone numbers also shall be furnished unless the employee requests the information not be released.

3.5 The Association shall be furnished with one copy of the Board agenda and minutes for public meetings of the Board of Trustees. Agendas and minutes will be put in the Association president's mailbox within 24 hours of distribution to the Board of Trustees.

3.6 The District shall make available to the Association any public information that the District normally compiles. This shall include financial reports, enrollment statistics, and any other public information that is necessary for the Association to develop its collective bargaining position, provided such information requested is already in a printed form. When a request is made for information that is not currently available in printed form or that is not public information, the request shall be directed to the assistant superintendent, business, who will advise the Association of the actual and necessary cost to be reimbursed to the District for preparing the requested information or will tell the Association how to approach any legal prohibition to distribution of the requested information.

3.7 The District shall release up to four members of the unit for the purpose of attending negotiation sessions. Such release shall be restricted to the actual period of time scheduled to negotiate with the District.

3.8 Members of the unit shall be reassigned to perform collective bargaining activities for a total not to exceed 60% of one FTE, provided the Association pays the cost of the hourly instructor for the released assignment.

3.9 The president of the Association shall be reassigned for an average of 40% of the individual's normal load for the fall and spring semesters to perform duties as Association president.

3.10 The District will make available to the Association office space of approximately 300 square feet on campus for the Association to lease from the District at the rate of $225 per month. Said lease shall be effective until September 1, 1989.

3.11 The District shall distribute to each member of the unit a copy of the contract within thirty (30) days of agreement on the final proof.

ARTICLE 4

DUES DEDUCTIONS

4.1 Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the college payroll office an authorization for deduction of Association dues.

4.2 Such authorization shall continue in effect from year to year unless revoked in writing to the payroll department thirty (30) days after the expiration of this agreement. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the academic year shall be appropriately prorated to complete payments for the amount due by the end of the year for which they are employed. With respect to all such sums deducted by the District pursuant to authorization of the employee, the District agrees to promptly remit monthly such monies to the Association's treasurer. The Association agrees to furnish any information needed by the District to fulfill the provisions of this section.

ARTICLE 5

AUTHORIZED ASSOCIATION ABSENCES

5.1 A yearly cumulative total of up to ten days shall be granted to authorized representatives of the Faculty Association to attend meetings relevant to the Association's functions as bargaining agent. A day shall be defined for contract and regular faculty as any duty day and for hourly faculty as any day when they have assigned classes.

5.2 Such absences shall be at no cost to the District. If substitutes are required, the Association shall be responsible for compensation, and such substitutes shall be selected through normal District procedures.

5.3 Requests shall be processed through the usual administrative channels and shall be submitted at least one week prior to the date of the proposed absence. If adequate substitutes have been arranged by the department chair or division dean, the request may be submitted one day prior to the proposed absence.

ARTICLE 6

FACULTY ASSIGNMENT AND LOAD

6.1 Each full-time unit member shall be on campus a minimum of thirty (30) hours per week in the regular college year.

6.2 "On campus" time shall include, but is not limited to, classes taught at both on and off campus locations, student office hours, approved conferences and field trips, and consultation with other faculty, the administration and community members. These hours are exclusive of overload extra-pay assignments.

6.3 Faculty on partial contract shall be on campus and responsible for the duties specified above for periods of time prorated according to the proportion of contract held. These provisions do not apply to hourly-rate faculty.

6.4 For each unit member whose weekly teaching assignment is 12 to 16 hours per week, four hours per week of the assigned total hours shall be devoted to office hours, regularly scheduled on at least three days of each week. Faculty members whose weekly teaching assignment is 17, 18, or 19 hours per week shall schedule three office hours per week, regularly scheduled on at least three days of each week; and faculty members whose weekly teaching assignment is 20 hours or more per week shall schedule at least one office hour per week. Department chairs shall insure that office hours are maintained in accordance with this contract. Office hours are not required of unit members paid on an hourly rate.

6.4.1 Regular faculty members of the mathematics department will schedule two hours per week in the math lab in lieu of two of their office hours.

6.4.2 Hourly faculty employed for either regular Fall or regular Spring semester shall attend at least one department meeting per semester as part of their semester assignment. Payment for full semester assignments shall be calculated at 18 weeks times the weekly load.

6.5 Department chairs, after taking into consideration the preference of regular and contract faculty members, shall recommend assignments to the division managers. The division managers shall have final responsibility for such assignments but shall make a reasonable effort to confer with department chairs or their designated alternates if changes are to be made in the courses to be taught or the time schedules of those courses. Under normal circumstances, class assignments of regular and contract faculty shall be made between 8 a.m. and 3 p.m. on Monday through Friday of each week.

6.6 When it is necessary in order to complete a full assignment, a faculty member may be assigned to any time during the regular day or evening schedule, but such an assignment should be made only under special circumstances and with a minimum of inconvenience to the faculty member involved.

6.7 Standards for Assignment and Load

6.7.1 A full load for a full-time faculty member shall be 15 LHE (Lecture Hour Equivalents). The LHE for each assignment shall be the product of the weekly teacher hours and the load factor. Load factors for all credit courses are listed in Appendix H, which is available in the Office of Instruction, division and department offices, and the office of the Faculty Association. The load factor for adult education classes shall be .600.

Load factors have been assigned to classes on the assumption that the weekly hours assigned to the teacher (WTH) are equal to the weekly student hours. Exceptions to this general rule are indicated on the load factor list.

Note: In preparation of Appendix H, all loads were converted to Lecture Hour Equivalents by use of a load factor, where 15 LHE equals a full load.

Negotiated changes in load are:

a) All courses in Earth Science, Physical Science, and Life Science will have a 1.000 load factor.
b) Physical Education activity classes will change from .750 load factor to .714 load factor (20 hour load to 21 hour load).
c) Cinema classes will change from 1.000 load factor to .8333 load factor (15 hour load to 18 hour load).

6.7.2 Assignments in Counseling, Advising, Disabled Students Program, EOP&S Program, the Library, the LRC, the Student Health Program, service in a Coordinator or other position placed on the Added Responsibility Schedule, and any other assignments which do not involve meeting regularly scheduled classes are defined as non-teaching. The load factor for nonteaching assignments shall be .500.

6.8 When the assigned load in LHE differs from 15 LHE by more than 0.1 LHE, that difference shall be accumulated and carried forward from semester to semester. This cumulative difference from loads of 15 LHE may be balanced by taking a lesser or larger load in subsequent semesters.

The cumulative difference may not exceed 3 LHE. When a faculty member resigns or retires, if the cumulative difference is positive, it will be balanced by a single payment at the faculty member's current hourly rate for each LHE, or if the cumulative difference is negative, it will be balanced by a single deduction from the faculty member's final salary check at the faculty member's current hourly rate for each LHE.

6.9 With the permission of the assistant superintendent, education, the faculty member's load shall be adjusted for unusual class sizes or for special circumstances placing unusual demands on the instructor.

6.10 Exceptions to load policies (6.1-6.9) may be made by the assistant superintendent, education, when the faculty member, department chair, and division manager all agree that the exception is in the best interest of the instructional program. The Association shall be informed and shall have the opportunity to inform the faculty member of contract provisions regarding load before a final decision is reached. Such arrangements shall be non-precedent setting.

6.11 The maximum number of hours of either classroom teaching or other duties paid at an hourly rate which may be assigned to regular, contract, or temporary faculty members is six hours per week. With the permission of the assistant superintendent, education, exceptions to this policy may be made.

6.12 Department chairs shall recommend maximum class size to the division managers. The division managers shall have final responsibility for setting such maximums and shall make a reasonable effort to confer with department chairs or their designated alternates if changes are to be made.

6.13 The minimum class size on opening day of each semester or session shall be eighteen students. Exceptions to this guideline may be made by division managers in consultation with department chairs.

6.14 A reasonable attempt shall be made to consult with the faculty member concerned before a class is canceled. A regular or contract faculty member whose class is canceled shall be reassigned to another section in accordance with the provisions of section 6.5. When a class taught as an hourly-rate overload of a regular or contract faculty member or taught by hourly faculty member is canceled, no alternate assignment which displaces any other faculty member shall be made.

6.15 The intent of sections 6.5-6.14 is to permit division managers and department chairs to continue assignment practices which have been in effect for many years at Santa Monica College. It is expected that they shall exercise the good judgment and responsiveness to faculty wishes which they have shown in the past.

6.16 Department chairs for all departments will be compensated each semester in accordance with the following rules which will apply beginning in the fall 1984 semester.

6.16.1 A dollar amount, to be negotiated each year, will be set aside as the total compensation to be shared by department chairs during the fall and spring semesters. For the 1986-87 year, this amount will be $24,285 per semester for a total of 18 departments. Seven and one-half percent (7.5%) of the amount earned by each chair in each semester shall be set aside together with an equal amount from the district and used to compensate the person serving as department chair during the following summer.

6.16.2 If a department chair position is eliminated, the base amount previously received by that chair and the average increment of all chairs for the preceding semester shall be subtracted from the amount determined in section 6.16.1.

Similarly, if a department chair position is created, a base amount for that chair shall be negotiated and the average increment of all chairs for the preceding semester shall be added to the amount determined in section 6.16.1.

6.16.3 Each chair will receive a base amount equal to the increment paid in the Spring 1984 semester or subsequently negotiated. These base payments will be subtracted from the amount determined in section 6.16.1. A formula will be used to compute a point value for each department. The percentage of the total points computed will be calculated for each department and applied to the balance of the amount authorized in section 6.16.1 after subtraction of the base.

Example:

Dept. Chair = Sp '84 + Points for Department x (Total allocation
Compensation increment Total Points for all Depts. less Base Amounts)

6.16.4 The following formula will be used to compute points for a department:

Points = 15 x Contract Head Count + 5 hrly headcount + F

(a) Contract Head Count means the number of contract, long term substitutes and regular faculty members assigned to a department. Such persons will be counted in one department only and in the department to which they are assigned by the college administration.

(b) Hourly Head Count means the number of persons assigned to the department teaching hourly graded or adult classes. An hourly teacher will be counted only once in the department where the majority of his/her weekly teaching hours are performed.

(c) F is a factor assigned to a department as a representation of responsibilities for unusual supply, equipment, laboratory or production responsibilities:

60	Art, Auto/Trades, Life Science, Theatre Arts
50	Cosmetology, Physical Science
40	Graphic Arts,
30	Applied Design, Business, Earth Science, Music
20	Communications
10	English, Mathematics
0	Behavioral Studies, Foreign Language, Social Studies, Physical Education

6.16.5 Departments are permitted released time of three LHE for departmental duties. Chairs of the English and Business Departments are permitted 6 LHE released time.

The allowed released time may be taken over a single year with unequal amounts taken in the fall and spring semesters. Released time allowances not taken during the year may not be carried into succeeding years (as described in ¶6.8) but will be compensated at the rate of two steps on the extra responsibility schedule for each semester hour of release time not taken.

With the permission of the Assistant Superintendent, Education, department chairs may request additional released time in lieu of direct compensation. Such released time will be valued at two steps on the added responsibility schedule for each additional semester hour of released time.

Except with permission of the Assistant Superintendent, Education, department chairs may not be assigned to hourly rate overload classes which start prior to 3 p.m.

6.17 Others on the added responsibility assignments schedule are placed as follows:

Series B - Corsair Adviser, Art Gallery Director

Series F - Disabled Students Coordinator, EOP&S Coordinator, Health Services Coordinator, and Title IX Facilitator

Series G - Chair, Counseling Department

Series K - Assistant coaches (except football), Cross Country head coaches

Series L - Assistant football coaches, Soccer, Tennis, Waterpolo, and Volleyball head coaches

Series M - Baseball, Basketball, Softball, Swimming, and Track head coaches

Series N - Football head coach

ARTICLE 7

EVALUATION

7.1 The District, represented by an appropriate administrator, retains responsibility for the evaluation and assessment of performance of each faculty member. Such responsibility shall be exercised in a manner consistent with the following procedural guidelines.

7.2 Written evaluation and assessment of performance shall take place at least once each college year for contract faculty and at least once every other year for regular faculty. Hourly faculty shall be evaluated at least once during every four (4) semesters of employment. The evaluation process may begin in September and must be concluded for contract and regular faculty prior to March 15. Contract faculty members hired in February of the year may be evaluated during the spring semester and the process completed by May 15.

7.3 A joint District Administration and Faculty Association Certificated Evaluation Committee composed of three members from each group shall consult and attempt to agree upon procedures, objectives, standards, forms and assessment methods to be used for contract, regular, and hourly faculty. If agreement has not been reached two (2) weeks prior to the reasonable District-established deadline date for agreement, the District may submit a written plan of evaluation to the joint committee. The District shall make a reasonable attempt to include in such a plan those items which have been agreed upon by the committee. The committee shall have the opportunity to review and comment upon the plan. The District may then implement this plan.

The joint Certificated Evaluation Committee shall be consulted whenever changes to the evaluation process are to be considered.

7.4 Techniques of evaluation may include observation, peer review, self-appraisal, and student appraisal, except that peer review must be used as a component of contract, regular, and hourly faculty evaluation. Peer review is defined as input to the evaluation process by a certificated member of the faculty.

7.5 The evaluator shall be encouraged to make formal recognition of areas of exemplary performance on the part of the faculty member being evaluated in the written evaluation. Should the evaluator note specific deficiencies in the evaluation, reasonable assistance shall be provided the faculty member being evaluated in developing a plan to correct the deficiencies.

7.6 Upon completion of the written evaluation and prior to the time such evaluation is placed in the file of the faculty member being evaluated, the faculty member shall be provided an opportunity to meet with the evaluator and discuss the evaluation.

7.6.1 The faculty member being evaluated shall be provided a copy of the written evaluation prior to the meeting.

7.6.2 The evaluator and the faculty member being evaluated shall both sign the final evaluation as an indication that the meeting took place.

7.6.3 The faculty member being evaluated shall be provided up to ten (10) days to prepare a written response to the evaluation. Such response shall be attached to the personnel file copy of the evaluation.

7.6.4 A report of student evaluation shall be available to department chairs and division deans as an input to the overall evaluation process. No later than the 10th week of the semester following the semester the student evaluation takes place, the student evaluation report shall be returned to the faculty member. Student evaluation reports shall not be placed in the faculty member's personnel file unless requested by the faculty member.

7.7. The subjective decisions of the evaluators shall not be subject to Article 12: Grievance Procedures.

ARTICLE 8

SALARY AND PLACEMENT

8.1 The parties agree to 1985-86 salaries as included in Appendices, A, B-1, B-2, and E, which by this reference are incorporated herein.

8.2 Initial group and step placement on the appropriate salary schedule shall be based on professional experience and training as determined in accordance with Appendices C-1 and C-2, which by this reference are incorporated herein.

8.3 Step and group movement shall be determined in accordance with Appendix D, which by this reference is incorporated herein.

8.4 Contract and regular faculty members shall be paid their regular salary in ten equal monthly installments on the first of each month. However, if the first falls on a weekend or holiday, then payment shall be made on the next day the District's offices are open. The ten payments shall start on October 1.

8.5 Hourly employees working 18-week semester assignments shall be paid in five installments each semester during the regular year. Payment shall be made eight (8) working days after the 1st of each month.

8.6 Unit members employed to teach on an hourly basis shall be paid a minimum of two weeks' pay for a graded class that is canceled after the class convenes.

8.7 Graded hourly faculty members who taught graded classes spring and/or summer sessions, 1977, shall be placed no lower than Group III, Step 2 on the graded hourly certificated schedule, and shall be entitled to step advancement when the necessary weekly teaching hours have been accumulated.

ARTICLE 9

SUMMER SESSION ASSIGNMENTS, LOADS, AND COMPENSATION

9.1 Department chairs, after taking into consideration the preference of regular and contract faculty members, shall recommend both partial and full assignments to the division managers. The division managers shall have final authority for such assignments including the times and dates on which the assignments are performed. They shall make a reasonable effort to confer with department chairs or their designated alternates if changes are to be made in courses to be taught, the times of those courses, or the schedule for nonteaching assignments.

9.2 For six-week day teaching assignments, a full weekly summer session load will be defined as 120% of the weekly standard loads described in Article 6.7.1. Exceptions to this rule are loads in cosmetology and respiration therapy where the summer load will be the same as in the regular semesters.

For nonteaching assignments a full summer load will be 180 hours performed on various schedules as provided in 19.1

9.3 For teaching a regular six-week session, a percentage FTE will be computed by dividing the assigned hours per week by 120% of the regular semester standard load for the type of assignment involved. For nonteaching assignments, an FTE assignment is defined as the total hours assigned divided by 180.

9.4 Regular contract summer session

9.4.1 Unit members who are employed on a regular, contract, or long-term substitute status in the preceding semester and whose teaching assignment is longer than four weeks will receive summer pay rates for up to 100% FTE. Unit members who are employed on a regular, contract, or long-term substitute status in the preceding semester and who have nonteaching assignments will receive summer pay rates for the FTE assignment which they perform not to exceed 1 FTE.

9.4.2 All assignments not included in these provisions will be paid at hourly rate.

9.5 Summer assignment compensation

9.5.1 For six-week summer sessions, pay for both teaching and nonteaching assignments is computed as follows:

Pay = 15% x Annual Salary x FTE Assignment

9.5.2 When a course is offered for a number of weeks different from six, the course will be scheduled as closely as possible* to meet for the same total hours as in the day six-week version. The FTE assignment and therefore the compensation for these courses will be the same as if the course had been scheduled for six weeks.

*(subject to classes beginning and ending on the five-minute clock intervals)

9.5.3 Annual Salary is the amount determined by the faculty member's placement on the preceding academic year's contract and regular certificated salary schedule after adjusting for step movement. Added responsibility increments are not included in the computation of summer daily rates.

9.5.4 Examples:

(a) A faculty member teaches a 15 hour/week math class in a six-week session. The standard summer load is 18 hours.

FTE Assignment = 15/18 = 83.33%
Total Compensation = 83.33% x 15% x 43,056= $5,381.78

(b) A faculty member teaches three piano classes of 6.5 hours/week in a six-week session. Standard summer load is 21.6 hours.

$$\text{FTE Assignment} = \frac{3 \times 6.5}{21.6} = 90.28\%$$

Total Compensation = 90.28% x 15% x 43,056 = $5,830.64

(c) A librarian is assigned seven hours/day for 5 weeks. Standard summer load is 180 hours.

$$\text{FTE Assignment} = \frac{175}{180} = 97.22\%$$

Total Compensation = 97.22% x 15% x 43,056 = $6,278.86

(d) A cosmetology teacher is assigned 22 hours a week for 9 weeks. Standard load is 22 hours/week.

FTE Assignment is 100% for 6 weeks at contract rates
22 hours/week for 3 weeks @ hourly rate

100% x 15% x 43,056) = $6,458.40
66 hours @ $28.93 hour = $1,909.38
$8,367.78

9.6 It is the intent of the parties to develop a plan to cover summer session earnings exclusively under social security.

9.7 The faculty member who performs the duties of department chair during the summer shall be compensated by an amount equal to 15% times the amount the chair earned during the previous fall and spring semesters. Half of this summer compensation will be paid by the district and half will be from setting aside 7.5% of the chair's compensation during the regular semesters of the previous year.

ARTICLE 10

FRINGE BENEFITS

10.1 In addition to the legally required employee benefits, the District shall contribute $1,750 annually in 1986-87 towards the purchase of each full-time contract or full-time regular faculty member's fringe benefit package, provided such package includes:

a) Dental plan insurance, either CDS or Blue Cross;
b) One of the following employee, two party or family medical plans: Blue Shield, Health Net, Kaiser Foundation Health Plan, Maxicare, or Ross Loos Medical Group; and
c) Vision insurance

10.2 In the event that an employee does not want to be covered under one or more of the above groups of benefits, the District shall reduce its 1986-87 $1750 contribution by an amount equal to the least expensive coverage in the declined group(s).

10.3 Contract and regular faculty employed less than full-time shall receive a prorated share of the benefit package.

10.4 Any funds remaining may be used for the purchase of any approved employee benefits (i.e., dependent medical coverage, life insurance, income protection, tax-sheltered annuity).

10.5 In the event that the monthly cost for employee selected benefits listed under 10.1 exceeds $175 per month, effective October 1, 1986, the district shall pay any such excess cost not to exceed the 1986-87 rates.

10.6 Temporary hourly employees who are members of the unit, have been employed three previous semesters within the last six semesters, and as of Monday of the third week of the semester are assigned five (5) hours or more per week for the semester shall be eligible to receive medical insurance for that semester. The District shall contribute an amount equal to the least expensive single party health maintenance plan. In lieu of the health plan, eligible employees may elect a dental plan.

10.6.1 In the event that during the college year a covered employee's work load drops below the number of hours stated above but is at least three (3) hours during that semester, the employee's coverage shall continue through that college year except in cases where the employee requests the reduction in work load.

10.6.2 This benefit does not apply to full-time employees of the District who teach hourly classes.

10.7 Regular certificated faculty members who retire at or after the age of 55 years, who have ten (10) years of paid service with the District immediately prior to retirement, will receive until the age of 65 the same fringe benefits as active full-time employees.

10.8 Regular certificated faculty members who have accumulated 20 years of service with the District and retire during the term of this contract will be eligible to receive up to $100 per month toward group hospital-medical insurance for the retiree as a supplement to Medicare until age 75, provided they retire prior to age 66. Once enrolled it shall be the responsibility of the retiree to notify the District each year in September to continue the District's contribution providing Medicare supplement hospital-medical insurance. All terms and conditions required by the insurance carrier must be met in order for the group policy to be effective.

10.9 All unit members employed exclusively on an hourly basis, upon submission of appropriate application, shall have fees waived for district parking approprite to their assignment.

ARTICLE 11

CALENDAR

The parties agree to the official 1986-87 and 1987-88 college calendars which are attached as Appendices F1 and F2 respectively, and which, by this reference, are incorporated herein.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 Definition

12.1.1 A "grievance" is an allegation by a unit member that he/she has been adversely affected by a violation of any of the specific provisions of the Agreement, or by the Association that it has been adversely affected by a violation of any of the specific provisions of this Agreement that apply to the rights of the Association, or by the Association that three (3) or more members of the unit in substantially similar positions have been adversely affected by a violation of the same specific provisions of this Agreement.

12.1.2 A "grievant" is a member of the unit who pursues a grievance, or the Association which pursues a grievance within the parameters set forth in Section 12.1.1.

12.1.3. A "day" is any faculty duty day during the fall and spring semesters, plus all days on which the district administrative offices of the Santa Monica Community College District are open for business between the end of the spring semester and the end of the six-week summer session.

12.1.4 A "conferee" is any person whom either party wishes to have as an adviser.

12.1.5 The "immediate supervisor" is the certificated manager having direct responsibility for the supervision of the employee. When the Association is the grievant, the immediate supervisor will be the Assistant Superintendent, Education, or the Assistant Superintendent, Personnel, depending upon who has jurisdiction over the subject covered by the grievance.

12.2 Informal Procedure

12.2.1 The grievant shall attempt to informally resolve the grievance. The grievant and his/her immediate supervisor or supervisor's designee shall make a good faith attempt to settle the grievance by resorting to an informal conference. Either party may have a conferee present.

12.2.2 If the grievant is not satisfied with the decision rendered by the immediate supervisor, or if no decision is rendered within five (5) days of the informal conference, the grievant may proceed to the formal grievance procedure. In any case, the formal grievance procedure form must be filed within the twenty (20) days described in 12.3.1.

12.3 Formal Procedure (see Appendices G-1, G-2, and G-3, for approved forms, available in personnel office).

Level One - Immediate Supervisor Decision

12.3.1 If the grievant is not satisfied said grievant shall complete and file a District Grievance Form within twenty (20) days after the grievant knew, or by reasonable diligence could have known of the most recent condition upon which the grievance is based. This form shall require a clear concise, written statement of the grievance, including specific provisions of the agreement alleged to have been violated, misapplied, or misinterpreted, the circumstances involved, the specific remedy sought, and the decision (if any) rendered at the informal conference. A copy of said form shall be delivered to the division dean or designee and to the leader of the Faculty Association Professional Rights and Responsibilities Committee.

12.3.2 Any grievance which is rejected due to an allegation that it has been untimely filed is directly appealable on that issue alone to the Superintendent or designee within ten (10) days from the time grievant receives notice of said rejection. The appeal shall be in written form and include a clear concise statement of the basis for the appeal.

The Superintendent or designee shall communicate in writing the decision reached within five (5) days. If the Superintendent or designee fails to respond within the time limits provided, or the grievant is not satisfied with the response, the grievant may proceed to arbitration in accordance with 12.3.8 on this issue alone.

The non-prevailing party at the arbitration hearing shall bear all reasonable costs and expenses for said hearing not withstanding 12.3.8(c).

12.3.3 Within ten (10) days after receiving the grievance, the immediate supervisor or designee shall meet with the grievant. Within these ten (10) days, and prior to the conference, the grievant may file an amended grievance form with the division dean or designee. Either party to this conference may have a conferee present if a minimum of two (2) days notice in writing is given to the other party.

12.3.4 Within ten (10) days from the time of the conference, the immediate supervisor or designee, shall provide a response in writing to the grievant, to the leader of the Faculty Association Professional Rights and Responsibilities Committee, and the Assistant Superintendent, Personnel or designee.

12.3.5 If the grievant does not elect to appeal the decision, pursuant to 12.3.6, the Faculty Association or the District may, within ten (10) days of the rendering of said decision, unilaterally declare it non-precedent setting by filing written notice with the other party or designee.

Level Two

12.3.6 If the grievance is not resolved at the formal conference, the grievant may, within five (5) days after receipt of the immediate supervisor's or designee's written response, submit an appeal on the appropriate form to the Superintendent or designee. The statement of appeal shall include a copy of the original grievance, the decision rendered by the division dean and a clear and concise statement of the reasons for appeal.

Alleged violations not presented at the formal conference may not be introduced at the appeal. The scope of the appeal shall be confined to the issues and evidence adduced at the formal conference with the division dean.

The Superintendent or designee may meet with the grievant and shall communicate in writing the decision to the grievant no later than ten (10) days after receipt of the notice of appeal.

Either party to the conference may have a conferee present if a minimum of two (2) days notice is given in writing to the other party.

If the Superintendent or designee does not respond within the time limits provided, the grievant may proceed to arbitration.

12.3.7 If the twenty (20) days time limit within which to file a formal grievance with the division dean extends beyond the last scheduled work day for the spring semester, the grievant and the division dean or designee may by mutual agreement, in writing, extend the time limit for the grievant to file said claim. In no event shall the time limit be extended beyond the end of the third week of the ensuing fall semester.

Level Three - Arbitration

12.3.8 (a) If the grievant is not satisfied with the decision at Level Two, or if the grievant elects to invoke the arbitration provision of 12.3.2, the grievant may within five (5) days after the decision by the Superintendent or designee, request in writing that the Association submit the grievance to arbitration. A copy of this request shall be given to the Assistant Superintendent, Personnel. The Association, by written notice to the Assistant Superintendent, Personnel, within fifteen (15) days after receipt from the grievant, may submit the grievance to impartial arbitration.

(b) If urbitration is requested, the grievant and the District shall attempt to agree upon an impartial arbitrator. If no agreement can be reached, they shall request The California State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the impartial arbitrator. The order of the striking shall be determined by lot.

(c) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

(d) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. If any question arises as to whether or not the grievance is arbitrable, the question must be ruled upon by the arbitrator prior to hearing the merits of the grievance.

(e) The arbitrator will have no power to add to, subtract from or modify the terms of this agreement.

12.3.6 The decision of the impartial arbitrator shall be final and binding on the parties.

ARTICLE 13

RIGHTS OF THE BOARD OF TRUSTEES

The Board of Trustees on its own behalf and on behalf of the electors of the District retains and reserves without limitation all powers, authority, and rights conferred upon it by the laws of the State of California except as limited and agreed to in a specific article or section of the Agreement. The Board of Trustees may legally delegate or assign certain powers, authority, and rights to the Superintendent and President. Neither the exercise in a particular manner of any right herein reserved to the Board of Trustees nor the nonexercise of any such right shall be deemed to be a waiver of the Board of Trustees' rights, nor shall such exercise of rights preclude the Board of Trustees from exercising the right in a different manner.

ARTICLE 14

SCOPE OF AGREEMENT

14.1 This Agreement shall constitute the full and complete commitment between both parties.

14.2 During the term of this Agreement, the District shall consult with the Association prior to taking an action to adopt a policy or procedure within the scope of the Act. The Association expressly waives the right to negotiate and agrees that the District shall not be obligated to negotiate with respect to any subject not covered in this Agreement.

14.3 The parties agree to limit the scope of this Agreement so that the District may continue the past practice of conferring with the Santa Monica College Academic Senate on matters now included in the Act and not covered by this Agreement. In addition, this Agreement may explicitly direct the District to confer with the Academic Senate.

14.4 No item included in this Agreement shall be altered, changed, added to, deleted from, or modified except through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 15

SAVINGS PROVISION

15.1 If any provisions of this Agreement are held to be contrary to law by the court of law, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of the Agreement shall continue in full force and effect.

15.2 If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Admendments, any federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws, federal regulations, and rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.

APPENDIX A

SANTA MONICA COMMUNITY COLLEGE DISTRICT

CONTRACT AND REGULAR CERTIFICATED SALARY SCHEDULE 1986-87

Effective September 8, 1986

Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1.	23339	24749	26158	27568	28977	30386	31858
2.	24399	25808	27217	28626	30036	31445	32915
3.	25456	26865	28275	29685	31095	32505	33976
4.	26516	27925	29334	30744	32153	33562	35034
5.	27573	28983	30393	31802	33212	34622	36094
6.	28634	30043	31453	32862	34270	35680	37151
7.	29693	31102	32511	33920	35330	36740	38210
8.	30750	32160	33570	34979	36390	37799	39269
9.	31810	33219	34628	36038	37447	38856	40327
10.	32868	34277	35687	37098	38506	39916	41387
11.	33927	35336	36746	38155	39564	40974	42445
12.	34986	36395	37805	39213	40623	42034	43503
13.	36043	37454	38863	40272	41683	43092	44562
14.	37103	38513	39921	41331	42741	44149	45620
15.				42391	43800	45209	46680

1. A person possessing a doctorate shall be placed in Group VII.
2. Credential verification must be presented to the Office of Personnel Services no later than the start of the teaching assignment.
3. Educational verification shall be presented to the Office of Personnel Services no later than the following dates, or salary shall reflect only that information received:
   September 30 if employed for fall
   February 28 if employed for spring
   June 30 if employed for summer
4. Prior experience shall be recognized for salary placement only if presented in acceptable documented form to the Office of Personnel Services before the following dates, or salary shall reflect only that information received:
   September 30 if employed for fall
   February 28 if employed for spring
   June 30 if employed for summer
5. Persons in the shaded area of the salary schedule may move only to a higher group, but no one shall move into or be placed in the shaded area.
6. Faculty in Group IV or higher shall be placed on the 15th step after having been at step 14 for four (4) years and a full-time certificated employee of Santa Monica College for nine (9) years.
7. Provisions for salary placement and step and group advancement are explained in Appendices C-1, C-2, and D.

APPENDIX B-1

SANTA MONICA COMMUNITY COLLEGE DISTRICT

GRADED HOURLY CERTIFICATED SALARY SCHEDULE - 1986-87

Effective September 8, 1986

	Group I	Group II	Group III	Group IV
STEPS	Minimum: Credential and Training less than Group II or Group III.	Academic pattern faculty refer to Appendix C-1 Groups III & IV requirements. Vocational pattern faculty refer to Appendix C-2 Groups III & IV	Academic pattern faculty refer to Appendix C-1 Groups V & VI requirements. Vocational pattern faculty refer to Appendix C-2 Groups V & VI.	Ph.D.
1	$ 27.16	$ 28.13	$ 29.10	$ 29.73
2	$ 27.80	$ 28.77	$ 29.73	$ 30.38
3	$ 28.44	$ 29.41	$ 30.38	$ 31.01
4	$ 29.09	$ 30.05	$ 31.03	$ 31.64

1. (a) Steps on the Graded Hourly Certificated Salary Schedule are defined as follows:

Step 1. Less than 24 weekly teaching hours or less than 48 weekly non-teaching hours of previous experience at Santa Monica College.

Step 2. 24-47 weekly teaching hours or 48-95 weekly non-teaching hours of previous experience at Santa Monica College.

Step 3. 48-71 weekly teaching hours or 96-143 weekly non-teaching hours of previous experience at Santa Monica College.

Step 4. 72 or more weekly teaching hours or 144 or more weekly non-teaching hours of previous experience at Santa Monica College.

A weekly teaching hour is an hour's paid experience teaching a graded class each week for a full semester at Santa Monica College. A weekly nonteaching hour is an hour's paid experience performed each week for a full semester at Santa Monica College in an assignment requiring a credential. Nonteaching assignments include, but are not limited to, service as a counselor, nurse, librarian, learning center specialist, or a coordinator of a program or a service.

(b) Faculty members may combine teaching and nonteaching experience at Santa Monica College for initial placement by the same rule which applies to step advancement. See Appendix D.

2. Initial placement on this schedule is determined by previous experience at Santa Monica College.

3. Credential verification must be presented to the Office of Personnel Services no later than the start of the teaching assignment.

4. Educational verification shall be recognized for group placement on the salary schedule only if presented in acceptable documentary form to the Personnel Office no later than the following dates or salary shall reflect only that information received:

September 30 if employed for fall
February 28 if employed for spring
June 30 if employed for summer

5. Prior experience shall be recognized for salary placement only if presented in acceptable documentary form to the Office of Personal Services before the following dates, or salary shall reflect only that information received:

September 30 if employed for fall
February 28 if employed for spring
June 30 if employed for summer

6. Vocational faculty are placed, at the time of hire, on the salary schdule based on their credential and the highest degree held in the related subject area for which they are hired.

7. Graded hourly faculty members who taught graded classes spring and/or summer sessions, 1977, shall be placed no lower than Group III, Step 2 on the graded hourly certificated schedule, and shall be entitled to step advancement when the necessary weekly teaching hours have been accumulated.

8. Provisions for initial group placement are in Appendices C-1 and C-2. Provisions for step and group advancement are in Appendix D.

9. Faculty members who are on a contract or regular status shall not be eligible for Step 4 of the Graded Hourly Certificated Salary Schedule.

APPENDIX B-2

SANTA MONICA COMMUNITY COLLEGE DISTRICT

UNGRADED HOURLY CERTIFICATED SALARY SCHEDULE - UNIT MEMBERS, 1986-87

(Excluding Emeritus College)

STEPS	Group I Minimum: Credential and Training less than Group II or Group III.	Group II Academic pattern faculty refer to Appendix C-1 Groups III & IV requirements. Vocational pattern faculty refer to Appendix C-2 Groups III & IV	Group III Academic pattern faculty refer to Appendix C-1 Groups V & VI requirements. Vocational pattern faculty refer to Appendix C-2 Groups V & VI.	Group IV Ph.D.
1	$ 26.44	$ 27.00	$ 27.55	$ 28.11
2	$ 26.71	$ 27.27	$ 27.82	$ 28.36
3	$ 27.00	$ 27.55	$ 28.11	$ 28.66
4	$ 27.28	$ 27.84	$ 28.39	$ 28.95

1. Steps on the Ungraded Hourly Certificated Salary Schedule are defined as follows:

   Step 1. Less than 38 weekly teaching hours of experience at Santa Monica College.
   Step 2. 38-75 weekly teaching hours of experience at Santa Monica College.
   Step 3. 76-113 weekly teaching hours of experience at Santa Monica College.
   Step 4. 114 or more weekly teaching hours of experience at Santa Monica College.

   A weekly teaching hour is an hour's paid experience teaching an ungraded class each week for a full semester at Santa Monica College.

2. Initial placement on this schedule is at Step 1.

3. Credential verification must be presented to the Office of Personnel Services no later than the start of the teaching assignment.

4. Educational verification shall be recognized for group placement on the salary schedule only if presented in acceptable documentary form to the Personnel Office no later than the following dates or salary shall reflect only that information received:

   September 30 if employed for fall
   February 28 if employed for spring
   June 30 if employed for summer

5. Faculty members who are on a contract or Regular status shall not be eligible for Step 4 of the Ungraded Hourly Certificated Salary Schedule.

APPENDIX C-1

SANTA MONICA COMMUNITY COLLEGE DISTRICT
INITIAL SALARY PLACEMENT - ACADEMIC PATTERN

GROUP REQUIREMENTS (Education/Training)

Group I:	Valid Credential to teach adult education or community college. A person with fewer than 72 college semester units receives a group differential ($1127.00) less than a person with a comparable number of years of experience.
Group II:	B.A. + 42 semester units, M.A.
Group III:	B.A. + 56 semester units, M.A. + 14 semester units
Group IV:	M.A. + 28 semester units
Group V:	M.A. + 42 semester units
Group VI:	M.A. + 56 semester units
Group VII:	Doctorate

1. Academic faculty with a Bachelor's Degree shall be allowed a maximum of 14 semester (21Q) units in excess of 124 semester (186Q) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after awarding of the B.A. degree.

2. The Master's Degree is defined as equal to 32 semester (48Q) units acquired after the B.A. Excess unit credit is granted beyond 32 semester (48Q) units.

3. Transferred units applied toward a degree by the degree-granting institution shall be the only units approved for placement on the salary schedule.

STEP REQUIREMENTS (Experience)

One step credit shall be awarded for each year of experience that conforms to the following district standards:

1. Prior teaching or school/college/university experience shall be recognized for salary placement only if presented in acceptable documented form to the Office of Personnel Services before the following dates or salary shall reflect only that information received:

   September 30 if employed for fall
   February 28 if employed for spring
   June 30 if employed for summer

2. Prior teaching or school/college/university experience shall be acceptable only from fully-accredited public, private, or parochial educational institutions and only if performed during the regular academic year.

3. Steps on the salary schedule will be allowed for each year of prior teaching or school/college/university experience according to one of the following criteria:

a) The experience was on a full-time or partial contract basis, the assignment extended over a period of at least 75% of the days that the institution was in regular session for a term or semester, and the employer has officially certified the percentage of full-time assigned and the percentage of the regular term or semester worked. The assignments will be accumulated and one step on the salary schedule will be allowed for each full year, full-time equivalent which has been performed.

b) The experience was on an hourly basis in which case one step will be allowed for each 30 semester units of college-level teaching or each 1,080 hours of college-level certificated non-teaching work performed. No more than one year of experience shall be allowed for assignments which occur in a single school/college year.

4. Experience in any of the following classifications or areas shall not count for salary placement credit: student teaching, college teaching assistantship, day-to-day substituting or classified position.

5. No person will receive an initial placement higher than Step 6 except when the Board of Trustees approves a new position announcement which waives this restriction. In the event the district recommends a waiver of this restriction, the Association shall be notified prior to action by the Board of Trustees.

APPENDIX C-2

SANTA MONICA COMMUNITY COLLEGE DISTRICT
INITIAL SALARY PLACEMENT - VOCATIONAL PATTERN

VOCATIONAL PATTERN - THE VOCATIONAL PATTERN SHALL BE FOLLOWED BY FACULTY WITH 80% OR MORE OF THEIR ASSIGNMENT IN ONE OR MORE OF THE FOLLOWING DEPARTMENTS: AUTOMOTIVE TECHNOLOGY, COSMETOLOGY, GRAPHIC ARTS, TECHNICAL AND TRADES.

GROUP REQUIREMENTS (Education/Training/Experience)

Group I:	Valid credential to teach adult education or community college. A person with fewer than 72 college semester units receives a group differential ($1127.00) less than a person with a comparable number of years of experience.
Group II:	A.A. + 18 semester units + 4 years of experience B.A. + 6 semester units + 2 years of experience
Group III:	A.A. + 32 semester units + 4 years of experience A.A. + 18 semester units + 5 years of experience B.A. + 20 semester units + 2 years of experience B.A. + 6 semester units + 3 years of experience
Group IV:	B.A. + 34 semester units + 2 years of experience B.A. + 20 semester units + 3 years of experience B.A. + 6 semester units + 4 years of experience
Group V:	B.A. + 48 semester units + 2 years of experience B.A. + 34 semester units + 3 years of experience B.A. + 20 semester units + 4 years of experience B.A. + 6 semester units + 5 years of experience M.A. + one year of experience
Group VI:	M.A. + 14 semester units + one year of experience M.A. + 2 years of experience
Group VI:	Doctorate

1. A year of vocational experience for both group and step movement is defined as full-time paid experience for a period of at least nine consecutive months in any 12 month period. In order to be applied toward a group or step placement, the experience must be directly related to the assignment of the faculty member.

2. Vocational faculty without any related occupational experience will be placed in the academic pattern and must continue in that pattern during their time of employment

3. Vocational faculty are placed in a group based on the highest degree held in the related subject area for which they are hired.

4. Vocational faculty with an A.A. degree shall be allowed a maximum of 18 semester (27Q) units in excess of 60 semester (90Q) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after the awarding of the A.A. degree.

5. Vocational faculty with a B.A. degree shall be allowed a maximum of 20 semester (30Q) units in excess of 124 semester (186Q) units required for the degree in figuring their salary placement. Further unit credit shall be granted only for units taken after the awarding of a B.A. degree.

6. Transferred units applied toward a degree by the degree granting institution shall be the only units approved for placement on the salary schedule.

7. Units and vocational experience used for obtaining the credential may be used in group placement only.

8. The Board of Trustees reserves unto itself the right to advertise and initially place vocational instructors with less than an A.A. degree in Groups II and III, depending upon the necessity of attracting candidates.

STEP REQUIREMENTS (Experience)

1. Prior vocational (as defined in Group Requirements), teaching, or other school/college/university experience shall be recognized for salary placement only if presented in acceptable documented form to the office of personnel services before the following dates, or salary shall reflect only that information received:

September 30 if employed for fall
February 28 if employed for spring
June 30 if employed for summer

2. Vocational experience in excess of that used for group placement may, in addition to teaching experience, be used for step placement. One step will be allowed for each year of such vocational experience.

3. Prior teaching or school/college/university experience shall be acceptable only from fully-accredited public, private, or parochial educational institutions, and only if performed during the regular academic year.

4. One step on the salary schedule will be allowed for each year of prior teaching or school/college/university experience which meets one of the following criteria:

   a) The experience was on a full-time basis and the assignment extended over a period of at least 75% of the days that the institution was in regular session; or

   b) The experience was on a partial contract, or hourly basis in which case one step will be allowed for each 30 semester units of college-level teaching or each 1,080 hours of college-level certificated non-teaching work performed. No more than one year of experience shall be allowed for assignments which occur in a single school/college year.

5. Experience in any of the following classifications or areas shall not count toward salary placement credit: student teaching, college teaching assistantship, adult education, day-to-day substituting, classified position, experience for which a credential is not required, or vocational experience not related to the assignment at Santa Monica College.

6. No person will receive an initial placement higher than Step 6 except when the Board of Trustees approves a new position announcement which waives this restriction. In the event the district recommends a waiver of this restriction, the Association shall be notified prior to action by the Board of Trustees.

APPENDIX D

STEP AND GROUP ADVANCEMENT

STEP ADVANCEMENT

1. Contract/Regular Salary Schedule

(a) Contract and regular personnel who have full-time or partial assignments which extend over a period of at least 75% of the days that the college is in session during the college year shall advance one step on the salary schedule effective the start of the summer session, subject to the limitations of the current salary schedule.

(b) Sabbatical leaves shall count toward step advancement. Opportunity leaves shall count toward step advancement only if the leave involves a full-time certificated assignment which extends over a period of at least 75% of the days that the institution is in regular session.

2. Graded Hourly Certificated Salary Schedule

(a) Personnel may advance one step if they have met the requirements of the next step and have applied for summer and fall advancement by April 15 and for spring advancement by October 15. Step advancement applications shall be filed with the Office of Personnel Services.

(b) Faculty members may combine teaching and non-teaching experience for step advancement by the following rule:

$$\frac{\text{Teaching Experience}}{24} + \frac{\text{Non-Teaching Experience}}{48} = \#\text{ of Steps}$$

Any fractional part of a step derived from this formula cannot be used for advancement on the hourly rate salary schedules but may be accumulated and used for future advancement.

3. Ungraded Hourly Certificated Salary Schedule

(a) Personnel may advance one step if they have met the requirements of the next step and have applied for summer and fall advancement by April 15 and for spring advancement by October 15. Step advancement applications shall be filed with the Office of Personnel Services.

(b) Faculty members may combine teaching and non-teaching experience for step advancement by the following rule:

$$\frac{\text{Teaching Experience}}{38} + \frac{\text{Non-Teaching Experience}}{48} = \#\text{ of Steps}$$

Any fractional part of a step derived from this formula cannot be used for advancement on the hourly rate salary schedules but may be accumulated and used for future advancement.

GROUP ADVANCEMENT

1. Group advancement earned and properly filed for by faculty shall be granted effective the beginning of the fall semester.

2. Contract/Regular Salary Schedule

   A. Certificated personnel planning to advance to a higher group on the salary schedule for the following college year must complete both of the following steps by April 15:

      (1) Submit a written notification to the Assistant Superintendent, Personnel.

      (2) Schedule a group advancement conference with the certificated credential technician in the Office of Personnel Services.

   B. Group salary advancements will be granted only when the Office of Personnel Services has received one of the following verifications by August 31:

      (1) Official grade cards or transcripts.

      (2) Official college or university notification that an advanced degree will be awarded by September 1.

      (3) Personal affidavit that all requirements as stated in advancement request have been met.

   C. It is the responsibility of each individual to keep a personal record of units taken and to see that professional advancement policies are not exceeded.

   D. Advancement to a higher group on the salary schedule shall be approved by the Assistant Superintendent, Personnel, and shall be based upon a fully-satisfied instructor's credential and academic unit requirements of the group. The Faculty Senate Staff Development Committee shall be consulted for a recommendation if there are any questions concerning the applicability of units for advancement. All quarter unit courses will be converted to semester units so that one quarter unit equals two-thirds of a semester unit. Courses shall be accepted for unit credit only if they are taken in an accredited institution that gives unit credit for those courses completed.

   E. A maximum of 14 semester units may be applied toward group salary advancement for any college year (including summer) for contract/regular faculty members, with the following exceptions: personnel on opportunity, study, or sabbatical leaves shall be eligible to use all approved units or advanced degrees obtained during this period.

      A person not eligible for group movement for units obtained prior to the awarding of a degree shall, upon receipt of the degree, be allowed movement to the group which the degree and the units entitle the person.

Any number of approved units may be taken, and these may be applied in the next college year or in subsequent years toward salary advancement as long as not more than fourteen (14) semester units are used at one time for advancement.

   F. To be applied to advancement, the units shall consist of at least ten (10) controlled semester units and four (4) elective semester units.

      Controlled semester units are acquired only in college or university-level courses that have not been taken before and that meet one or more of the following criteria:

      (1) Are directly related to the faculty member's current assignment.
      (2) Are in the faculty member's major or related field.
      (3) Are required for an approved advanced degree or credential.
      (4) Make for a better understanding of student learning behavior.
      (5) Improve understanding of community college administration, laws, procedures, curriculum.
      (6) Improve methods or techniques of instruction, counseling, nursing, or library science.
      (7) Increase understanding of student minority groups, their cultures, and their languages.

      Elective units are acquired in courses that contribute to the professional development of the faculty member; they may be taken at any college level as long as they have not been previously taken.

   G. Instructors having 80% or more of their assignment in the following departments: automotive technology, business, cosmetology, graphic arts, health occupations, home economics, technical, and trades may use continuing education units toward group advancement, with the following restrictions:

      (1) One unit of credit shall equal to two (2) continuing education units (1 CEU = 10 hours of direct instruction) earned through an organization, institution, or association acceptable to the instructor's department chair, division manager and the Faculty Senate Staff Development Committee. All approvals must be obtained prior to the instructor's participation in the requested program. Requests for CEU courses must be submitted to the Assistant Superintendent, Personnel, in accordance with the procedures for group advancement. Units calculated from CEU credits may be used for elective or controlled units for group movement.

      (2) Approved CEU units accumulated during 1978-79 and 1979-80 may be credited to instructors for group advancement without regard to the required sequence of approvals contained in this section.

      (3) One unit of credit equals 60 clock hours of nonpaid experience gained through special training sessions related to the teaching area. This experience must be recommended in advance by the department chair and division manager to the Assistant Superintendent, Personnel.

3. Hourly Graded and Ungraded Certificated Salary Schedules

   Group advancement on the hourly graded and ungraded certificated salary schedules shall be based on the group requirements, with a maximum of eight elective semester units allowed for each group. The controlled units must meet the criteria previously stated in F.

APPENDIX E

ADDED RESPONSIBILITY ASSIGNMENTS SCHEDULE
1986-87

Steps	Ratio	Semester Amount	Year Amount
A	.009	173	347
B	.018	347	693
C	.027	520	1040
D	.036	693	1386
E	.045	867	1733
F	.054	1040	2080
G	.063	1213	2426
H	.072	1387	2773
I	.081	1560	3120
J	.090	1733	3466
K	.099	1907	3813
L	.108	2080	4159
M	.117	2253	4506
N	.126	2427	4853
O	.135	2600	5199
P	.144	2773	5546
Q	.153	2946	5892
R	.162	3120	6239

The ratio for each step on this schedule relates to group 2, step 14, of the contract certificated salary schedule - $38,513

SANTA MONICA COMMUNITY COLLEGE DISTRICT

COLLEGE CALENDAR 1986-87

College Month	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	Days Taught	Legal Holidays	College Holidays
First	SEPTEMBER ⑧*	9	10	11	12	13	15	16	17	18	19	20	22	23	24	25	26	27	29	30	OCTOBER 1	2	3	4	19		
Second	6	7	8	9	10	11	13	14	15	16	17	18	20	21	22	23	24	25	27	28	29	30	31	1	20		
Third	NOVEMBER 3	4	5	6	7	8	◇10	11	12	13	14	15	17	18	19	20	21	22	24	25	26	◇27	□28	△29	17	2	1
Fourth	DECEMBER 1	2	3	4	5	6	8	9	10	11	12	13	15	16	17	18	19	20	X	X	X	X	X	X	15		
Fifth	㉒	㉓	㉔	◇25	◇26**	△27	□29	□30	□31	◇1	□2	△3	X	X	X	X	X	X	X	X	X	X	X	X		3	4
	JANUARY 5	6	7	8	9	10	12	13	14	15	16	17	◇19	20	21	22	23	24	26	27	28	29	㉚	△31	18	1	
	FEBRUARY ②	③	④	⑤	⑥	△7	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X			
Sixth	FEBRUARY 9	10	11	12	◇13	△14	◇16	17	18	19	20	21	23	24	25	26	27	28	MARCH 2	3	4	5	6	7	18	2	
Seventh	9	10	11	12	13	14	16	17	18	19	20	21	23	24	25	26	27	28	30	31	1	APRIL 2	3	4	20		
Eighth	6	7	8	9	10	11	⑬	⑭	⑮	⑯	□17	△18	20	21	22	23	24	25	27	28	29	30	MAY 1	2	15		1
Ninth	4	5	6	7	8	9	11	12	13	14	15	16	18	19	20	21	22	23	◇25	26	27	28	29	30	19	1	
Tenth	JUNE 1	2	3	4	5	6	8	9	10	11	12	13	15	16	17	18	⑲*	△20	X	X	X	X	X	X	14		

SUMMER 1987

	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S			
Eleventh	JUNE 22	23	24	25	26	27	29	30	1	JULY 2	3	◇4	6	7	8	9	10	11	13	14	15	16	17	18		1	
Twelfth	20	21	22	23	24	25	27	28	29	30	31	1	AUGUST 3	4	5	6	7	8	10	11	12	13	14	15			
Thirteenth	17	18	19	20	21	22	24	25	26	27	28	29	31	1	SEPTEMBER 2	3	4	5	◇6	7	8	9	10	11		1	

Fall Semester Classes Begin September 9
Fall Semester Ends January 29

Spring Semester Classes Begin February 9
Spring Semester Ends June 18

Legal Holiday ◇
Saturday Classes not in session △
Faculty Recess - Classes not in session - Campus Open ○
College Holiday - Classes not in session - Campus Closed □
*Faculty Duty Days - Classes not in session
**California Admissions Day - Legal Holiday Honored December 26

OFFICIAL DAYS TAUGHT:

Fall	89
Spring	86
	175

Additional Faculty Duty Days: 2

GAH

APPENDIX F-1

SANTA MONICA COMMUNITY COLLEGE DISTRICT COLLEGE CALENDAR 1987-88

College Month	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	M	T	W	T	F	S	Days Taught	Legal Holidays	College Holidays
First	SEPTEMBER ○14	15	16	17	18	19	21	22	23	24	25	26	28	29	30	1	2	3	OCTOBER 5	6	7	8	9	10	19		
Second	12	13	14	15	16	17	19	20	21	22	23	24	26	27	28	29	30	31	NOVEMBER 2	3	4	5	6	7	20		
Third	NOVEMBER 9	10	11	12	◇13	14	16	17	18	19	20	21	23	24	25	◇26	□27	△28	30	DECEMBER 1	2	3	4	5	17	2	1
Fourth	DECEMBER 7	8	9	10	11	12	14	15	16	17	18	19	○21	○22	○23	○24	◇25	△26	◇28	□29	□30	□31	◇1	2	10	3	3
Fifth	JANUARY 4	5	6	7	8	9	11	12	13	14	15	16	◇18	19	20	21	22	23	25	26	27	28	29	30	19	1	
	FEBRUARY 1	2	3	4	○5	6	○8	○9	○10	○11	◇12	13	X	X	X	X	X	X	X	X	X	X	X	X	4	1	
Sixth	FEBRUARY ◇15	16	17	18	19	20	22	23	24	25	26	27	29	MARCH 1	2	3	4	5	7	8	9	10	11	12	19	1	
Seventh	14	15	16	17	18	19	21	22	23	24	25	26	○28	○29	○30	○31	□1	2	APRIL 4	5	6	7	8	9	15		1
Elghth	11	12	13	14	15	16	18	19	20	21	22	23	25	26	27	28	29	30	MAY 2	3	4	5	6	7	20		
Ninth	MAY 9	10	11	12	13	14	16	17	18	19	20	21	23	24	25	26	27	28	◇30	31	JUNE 1	2	3	4	19	1	
Tenth	JUNE 6	7	8	9	10	11	13	14	15	16	17	18	20	21	22	○23*	○24	25	X	X	X	X	X	X	13		

SUMMER 1987

Eleventh	JUNE 27	28	29	30	1	2	JULY ◇4	5	6	7	8	9	11	12	13	14	15	16	18	19	20	21	22	23		1	
Twelfth	25	26	27	28	29	30	AUGUST 1	2	3	4	5	6	8	9	10	11	12	13	15	16	17	18	19	20			
Thirteenth	22	23	24	25	26	27	29	30	31	1	2	3	SEPTEMBER ◇5	6	7	8	9	10	X	X	X	X	X	X		1	

Fall Semester Classes Begin - September 15
Fall Semester Ends - February 4

Spring Semester Classes Begin - February 16
Spring Semester Ends - June 22

Legal Holiday ◇
Faculty Recess - Classes not in session - Campus Open ○
College Holiday - Classes not in session - Campus Closed □
*Faculty Duty Days - Classes not in session
**California Admissions Day - Legal Holiday Honored - December 28

Saturday Classes not in session △

OFFICIAL DAYS TAUGHT:

Fall	89
Spring	86
	175

Additional Faculty Duty Days: 2

APPENDIX F-2

Appendix G-1

DISTRICT GRIEVANCE FORM

LEVEL ONE

To be completed by Grievant:

Grievant: ______________________ Department: ______________

Immediate Supervisor or District Representative: ______________

1. Indicate the specific provision of the agreement alleged to have been violated:
____

2. Describe the grievance including a statement of how the violation of this provision has adversely affected the grievant: (use additional sheets if necessary)
____
____
____

3. Indicate the specific remedy sought by the grievant: (use additional sheets if necessary)
____
____
____

4. Decisions (if any) rendered at the informal conference: (use additional sheets if necessary)
____
____

______________ ______________________
Date Grievant's Signature

- -

To be completed by Immediate Supervisor or District Representative:

5. Date of formal conference: ______________________

6. Written decision (to be completed within five days of the conference): (use additional sheets if necessary)
____
____

______________ ______________________
Date Immediate Supervisor or District Representative Signature

Appendix G-2

LEVEL TWO: APPEAL

Grievant: ______________________ Department: ______________

Immediate Supervisor or District Representative: ______________

1. Level One decision received on ______________ (date).

2. Attach a copy of the original grievance and the decision rendered by the immediate supervisor.

3. Describe the reasons for the appeal of the Level One decision: (use additional sheets if necessary)

____

____

____

4. ______________ Date ______________ Grievant's Signature

---

5. Decision of the Superintendent/President or designee: (use additional sheets if necessary)

____

____

____

______________ Date ______________ Superintendent/President or Designee Signature

Appendix G-3

GRIEVANCE PROCEDURE CONTROL FORM

LEVEL ONE

To be completed by Grievant:

Grievant: ______________ Department: ______________ Date: ________

Immediate Supervisor or District Representative: ______________

	Date	Initials Grievant	Initials Supervisor
A. Date of grievance or grievant's knowledge of conditions upon which grievance is based.	______		
B. Date of informal conference	______	______	______
C. Date this formal Grievance Form filed with the immediate supervisor or district representative (within 20 days of A) (Copy to Faculty Association)	______		

To be completed by Immediate Supervisor or District Representative:

	Date	Initials Grievant	Initials Supervisor
D. Date of amended grievance statement (if any)	______	______	______
E. Date of grievance conference (within 10 days of "C"	______	______	______

Grievant's conferees (if any) (1) ______________

(2) ______________

Supervisor's or District Representative Conferees (if any) (1) ______________

(2) ______________

	Date	Initials Grievant	Initials Supervisor
F. Date written decision distributed (within 5 days of "E")	______	______	______

Copies to: Grievant ______

F.A. Professional Rights Committee ______

Assistant Superintendent, Personnel ______

G. Declaration that decision is nonprecedent setting:

Faculty Association Yes______ No______

District Representative Yes______ No______

End of response period (10 days after "F") ______

END OF LEVEL ONE. The grievant, if dissatisfied with the decision of the immediate supervisor or district representative, may begin Level 2.

Appendix G-4

LEVEL TWO: APPEAL

		Initials	
	Date	Grievant	Supervisor
H. Date of appeal to Superintendent/ President (within 5 days of "F")			
I. Grievant's conferees (if any) (1)			
(2)			
Immediate Supervisor's or District Representative's conferees (if any) (1)			
(2)			
J. Date of meeting with Superintendent/ President or designee (within 10 days of "H")			
K. Date of Superintendent/ President's or designee's response and distribution to Grievant (within 5 days of "J")			

END OF LEVEL TWO. The grievant, if dissatisfied with the decision of the Superintendent/President or designee, may begin Level 3.

Appendix G-5

LEVEL THREE: ARBITRATION

		Initials	
	Date	Grievant	Supervisor
L. Date of Grievant's request to F.A. to file for arbitration hearing (within 5 days of "K")			
M. Date of F.A. request to Assistant Superintendent, Personnel for arbitration hearing (within 15 days of "K")			
N. Grievant's conferees (if any) (1)			
(2)			
District representative's conferees (if any) (1)			
(2)			
O. Arbitrator			
P. Date of Arbitrator's decision and distribution to:			
Grievant			
Assistant Superintendent, Personnel			
Faculty Association			

APPENDIX H

LIST OF COLLEGE COURSES WITH LOAD FACTORS

The list of all college courses with their individual load factors with exceptions to the general rule are available in the office of Instruction, division and department offices and the office of the Faculty Association.

Agreement between

Ventura County Community College District

001334
007115
012842

and

Ventura County Federation of College Teachers

AFT Local 1828, AFL-CIO

July 1, 1982 through June 30, 1986

Ventura County Community
College District
71 Day Road
Ventura, CA 93003
(805) 642-0161

Ventura County Federation
of College Teachers
2630 Saddle Ave., #201
Oxnard, CA 93030
(805) 983-4847

a ventura college publication 8/83

2 yr

AGREEMENT

BETWEEN

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

AND

VENTURA COUNTY FEDERATION OF COLLEGE TEACHERS

AFT LOCAL 1828, AFL-CIO

July 1, 1982

THROUGH

June 30, 1986

VENTURA COUNTY COMMUNITY
COLLEGE DISTRICT
71 DAY ROAD
VENTURA, CA 93003
(805) 642-0161

VENTURA COUNTY
FEDERATION OF
COLLEGE TEACHERS
2630 SADDLE AVE., #201
OXNARD, CA 93030
(805) 983-4847

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ARTICLE 1: EFFECTIVE DATE AND PARTIES TO AGREEMENT

1.1 This Agreement is made and entered into this 12th day of April, 1983, between the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") and the VENTURA COUNTY FEDERATION OF COLLEGE TEACHERS, AFT LOCAL 1828 AFL-CIO (hereinafter referred to as "Federation").

ARTICLE 2: RECOGNITION

2.1 The District recognizes the Federation as exclusive representative for all certificated employees set forth in the June 2, 1977, Educational Employment Relations Board Certification of Representative, as amended, as follows:

UNIT:

Shall INCLUDE: All full-time and part-time certificated employees, except management, supervisory and confidential employees as defined by the Act, including persons employed in the following classifications:

Instructor
Counselor
Associate Librarian
Specialist
Coordinator
Student Personnel Worker
Facilitator
Coach
Department Head

Shall EXCLUDE: All classified employees and all management, supervisory and confidential employees as defined by the Act, including the following positions:

Chancellor
Vice Chancellor
President
Vice President
Dean
Director
Divisional Director

The parties shall jointly petition the California Public Employment Relations Board for such unit modification as may be necessary to implement the terms of this Section.

2.2 The words "faculty" and "faculty member" as used hereinafter in this Agreement refer only to such persons as are members of the bargaining unit defined in Section 2.1, above. The term "regular faculty member" shall mean a contract faculty member who is reemployed as a contract faculty member subsequent to his/her second year of contract employment. The term "contract faculty member" shall mean a faculty member who is employed on the basis of a contract as defined in the Education Code.

ARTICLE 3: SALARY

3.1 A. All contract faculty members shall be compensated on the basis of the following schedule (based on a 10-month year):

Step	Class I Index	Class II Index	Class III Index	Class IV Index	Class V Index
1	1.00	1.10	1.20	1.30	1.40
2	1.05	1.15	1.25	1.35	1.45
3	1.10	1.20	1.30	1.40	1.50
4	1.15	1.25	1.35	1.45	1.55
5	1.20	1.30	1.40	1.50	1.60
6	1.25	1.35	1.45	1.55	1.65
7	1.30	1.40	1.50	1.60	1.70
8	1.35	1.45	1.55	1.65	1.75
9	1.40	1.50	1.60	1.70	1.80
10	1.45	1.55	1.65	1.75	1.85
11	1.50	1.60	1.70	1.80	1.90
12	1.55	1.65	1.75	1.85	1.95
13	1.60	1.70	1.80	1.90	2.00

B. Effective July 1, 1982, increase dollar value of Class I, Step I by three percent (3%) for contract faculty who are members of the unit on the date this Agreement is approved by the District's Governing Board.

C. Salary is also subject to the following conditions:

(1) New contract employees shall receive a maximum of 7 years' credit for prior full-time experience for the purpose of salary step placement.

(2) The maximum monthly rate for long-term substitutes is 1/10 of Class I, Step 8, subject to such exceptions as the Board may determine in individual cases.

(3) At the option of the contract employee, the annual salary may be paid in ten or twelve equal monthly payments.

3.2 Classifications on Instructor Salary Schedule

Placement in the salary classification set forth in Section 1, above, shall be determined by the District according to the following criteria after receipt of appropriate verification of training and experience. All professional training shall be evaluated in terms of semester units (e.g., one-quarter unit equals 2/3 semester unit).

Movement from one class to another on the basis of vocational credentials and experience requires that the employee be teaching in a vocational subject matter area.

A. Qualifications for Class I shall require:

(1) Possession of a bachelor's degree from an accredited college or university, or

(2) Possession of an appropriate credential in a vocational subject matter, issued on the basis of occupational experience.

(3) One additional step in Class I shall be granted for 15 semester units appropriate to a master's degree; or in the case of instructors teaching under vocational credentials, to a bachelor's degree and in excess of those units required for the vocational credential.

(4) A second additional step in Class I shall be granted for 30 semester units appropriate to a master's degree; or in the case of instructors teaching under vocational credentials, to a bachelor's degree and in excess of those units required for the vocational credential.

(5) One such added step shall be deducted when transferring to Class II; two such added steps shall be deducted when transferring to Class III or a subsequent salary class.

B. Qualifications for Class II shall require:

(1) Possession of a bachelor's degree from an accredited college or university, plus 45 semester units of appropriate study completed after the receipt of the bachelor's degree and possession of a master's degree from an accredited college or university; or

(2) Possession of an appropriate vocational credential, possession of a bachelor's degree from an accredited college or university, 15 additional appropriate semester units as approved by management beyond the bachelor's degree, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential;

(3) Possession of an appropriate vocational credential, issued on the basis of occupational experience, 15 semester units in addition to those required for such vocational area, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential.

(4) Upon the attainment of tenure and the completion of one additional year at Step 13 in Class I, an instructor may move horizontally to Class II, to the same ratio relationship occupied in Class I, and then be granted credit for the additional year of experience. Factors enumerated in item 3.2.A(5) above will be applied where appropriate.

C. Qualifications for Class III shall require:

(1) Possession of a bachelor's degree from an accredited college or university, plus 60 semester units of appropriate study completed after receipt of the bachelor's degree, and possession of a master's degree from an accredited college or university; or

(2) Possession of an appropriate vocational credential, possession of a bachelor's degree from an accredited college or university, 30 additional appropriate semester units as approved by management beyond the bachelor's degree, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential;

(3) Possession of an appropriate vocational credential, issued on the basis of occupational experience, 30 semester units in addition to those required for such credential and appropriate to instruction in such vocational area, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential.

D. Qualifications for Class IV shall require:

(1) Possession of a bachelor's degree from an accredited college or university, plus 75 semester units of appropriate study completed after receipt of the bachelor's degree and possession of a master's degree from an accredited college or university; or

(2) Possession of an appropriate vocational credential, possession of a bachelor's degree from an accredited college or university, 45 additional appropriate semester units as approved by management beyond the bachelor's degree, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential;

(3) Possession of an appropriate vocational credential, issued on the basis of occupational experience, 45 semester units in addition to those required for such credential and appropriate to instruction in such vocational area, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential.

E. Qualifications for Class V shall require:

(1) Possession of an earned doctorate degree granted by an institution accredited for graduate or professional study.

3.3 Administration of the Salary Schedule

A. Initial placement on the salary schedule shall be subject to the following conditions:

(1) Professional preparation as defined in Section 3.3 B.4(a), (c), (d), and (e) below.

(2) Prior full-time professional teaching experience on a year-for-year basis, not to exceed seven years of such credit, for persons initially placed on the salary schedule.

(3) Credit for closely related non-teaching experience at the rate of one year of credit (not to exceed seven

years total) for each two years of experience outside the teaching field, where such activity occurs beyond years of required experience that are used by a state agency in awarding a credential. All such experience shall be subject to evaluation and approval by the District.

(4) The Governing Board reserves the right to make those exceptions in salary placement it may deem essential to student, patron, or District welfare when in the Board's judgment such action is required.

B. Advancement on the salary schedule shall be subject to all of the following conditions:

(1) Evaluation of course credit shall be made by the District upon the recommendation of the College President or his/her designee.

(2) Possession of the appropriate unencumbered California public school service credential.

(3) Notice of intent to complete academic units necessary to qualify for higher salary classification must be filed in the District Personnel Office not later than June 1 of the year preceding the academic year in which salary advancement will be sought. Confirmation of units completed must be provided to the District Personnel Office prior to the beginning date of assignment in the academic year in which advancement is sought. Verification (by official transcripts) of completed units must be provided to the District Personnel Office not later than November 1 of the year in which advancement is made.

(4) Unit credit shall not be counted toward advancement on the District salary schedule unless all of the following conditions are met:

(a) Unit credit shall be completed in an institution accredited by a Regional Accrediting Commission. By a Regional Accrediting Commission is meant one recognized by the Federation of Regional Accrediting Commissions of Higher Education (FRACHE).

(b) The units completed are related to the faculty member's assignment; or are obtained pursuant to a plan of study that has received prior approval by the Chancellor or his/her designee; or are unrelated to the faculty member's assignment, but have received prior approval by the Chancellor or his/her designee.

(c) The unit credit completed is upper division or graduate level, except that units completed by a vocational instructor not possessing a bachelor's degree directly related to the major area of assignment may be lower division units.

(d) Normally, not more than nine (9) units total completed in correspondence or home-study institutes, as administered by an accredited institution, may be counted for placement or advancement on the salary schedule. Exceptions to the nine-unit total must be approved in advance by the Chancellor or his/her designee.

(e) To be counted for advancement beyond Column I, all units must be completed subsequent to the receipt of a bachelor's degree from a regionally accredited institution.

(5) A faculty member holding 60% or more of a full-time contract, and employed for more than 75% of the contract days specified in this Agreement (or who is on a paid leave or is otherwise eligible for salary advancement pursuant to the "Leave" provision of this Agreement), shall receive yearly salary advancement of one (1) step, subject to the provisions of this Agreement.

C. The evaluation of professional training or credits and/or degrees from foreign institutions not on the accredited list of the California State Department of Education may be submitted by the District for evaluation and comparability to such accredited institutions by any of the admissions offices of the University of California.

3.4 Hourly Rates

A. All daily substitute and extended-day and evening faculty and all other hourly paid faculty including Summer Intersession faculty shall be employed, time subject to assignment, at the hourly rates specified below, provided that:

(1) The service performed by a contract faculty member who is performing such service is in addition to any requirements prescribed as a part of such faculty member's regular contract employment.

(2) Part-time, hourly-rate instructors who are not otherwise employed by the District will be paid one-half the hourly rate of pay, up to three hours per semester, for attendance at division meetings.

B. Hourly Rates of Pay: Effective July 1, 1982, for all faculty who are members of the unit as of March 1, 1983, compensation for hourly services, including Summer Intersession, shall be based upon the following schedule:

DISTRICT SERVICE	CREDENTIAL	MASTER'S	DOCTORATE
1 - 4 Semesters	$19.30	$19.45	$19.60
5 - 8 Semesters	20.20	20.35	20.55
9 + Semesters	21.10	21.30	21.50

Movement from the "CREDENTIAL" column to the "MASTER'S" column of the hourly salary schedule requires possession of a master's degree; or for vocationally credentialed instructors only, at least four semesters of service at the 9+ step of the "CREDENTIAL" column.

C. Years of service for the purpose of establishing rates of pay under the above schedule shall be calculated by the District Office on the basis of faculty members' certificated service in the District, and shall be subject to the following additional conditions:

(1) One year of service shall consist of two semesters of service.

(2) One semester of teaching service shall require the teaching of at least one full semester course or its equivalent.

(3) One full season of coaching shall be considered equal to a semester.

(4) One full Summer Intersession of service shall equal a semester.

(5) For non-classroom teaching faculty, 100 hours or more of certificated non-teaching service shall equal a semester.

(6) The maximum credit for salary advancement under this section shall be two semesters in any one academic or calendar year.

D. The District and the Federation agree to negotiate a "lump sum" semester payment plan, which will be implemented by Spring, 1984, unless conditions occur which are beyond the control of the District and the Federation.

3.5 Stipend Agreement

A. The following certificated employees who regularly perform the following designated assignments which necessarily extend beyond the normal college day shall be compensated for such according to the following stipend formula based upon the current hourly rate:

(1) Coaching (per season)

	Sport	No. of Hours
(a)	Basketball	90 + 20 for Head Coach
(b)	Track	60 + 20 for Head Coach
(c)	Cross Country	60
(d)	Tennis	60
(e)	Swimming	60
(f)	Football	90 + 20 for Head Coach
(g)	Baseball	60 + 20 for Head Coach
(h)	Golf	60
(i)	Wrestling	60
(j)	Water Polo	60
(k)	Softball	60 + 20 for Head Coach
(l)	Volleyball	60 + 20 for Head Coach
(m)	Soccer	60
(n)	Badminton	60

(2) Directing and Producing (per semester)

(a)	Intramurals	70
(b)	Music Groups	60 per major group
(c)	Drama	30 per major production
(d)	Forensics	60 + 20 for Head Coach
(e)	Dance	30 per major production
(f)	Pep Squad	60
(g)	Journalism	60
(h)	Cinema	30 per major production
(i)	Literary Magazine	30 per major issue
(j)	Pistol Team	60
(k)	Art Gallery	35 per gallery

B. Payment of any stipend under this Section shall require that the faculty member provide appropriate verification, as determined by each campus, of hours worked. College management retains the right to determine the number and scope of sports, teams, groups, production or issues eligible for stipends under this Section that exceed the requirement for a course or activity as defined in the college catalog.

C. Persons coaching combined men's and women's teams shall receive an additional 20 hours per semester.

3.6 Extra Contract Assignments

Extra days of assignment for extended contracts shall be comparable to those in academic 1981-82, unless the affected faculty member agrees to a different schedule of such extra days.

Designated positions shall receive contracts in excess of ten months for the assignments indicated:

Position	Time Subject to Assignment in School Months
Head Football Coach	10 3/4
Assistant Football Coach	10 1/2
Head Basketball Coach	10 1/4 (a) and/or (b)
Assistant Basketball Coach	10 1/8 (a) and/or (b)
Head Baseball Coach	10 1/8 (b)
Assistant Baseball Coach	10 1/8 (b)
Head Track Coach	10 1/8 (b)
Assistant Track Coach	10 1/8 (b)
Softball Coach	10 1/8 (b)
Aquatics Coordinator	11
Counselor	11
Swim Coach	10 1/8 (b)
Instructor/Department Head	10 1/4
Counselor/Coordinator	11
Coordinator, Student Health Svcs.	10 1/4 (MC/OC) 11 (VC)
EOPS Counselor/Coordinator	11
Coordinator, Special Education	11
Veterans Counselor/Coordinator	11
BVEP Instructor/Coordinator	11

(a) Work during Christmas break
(b) Work during Easter break

3.7 Monthly Rates on Instructor Salary Schedule

The basic monthly rate for a contract faculty member shall be one-tenth of the yearly salary for the class and step in which such faculty member has been placed pursuant to the criteria and salary schedule set forth above.

3.8 Service Increments

Service increments based on years of service to the Ventura County Community College District, including continuous service to the Ventura Union High School District prior to July 1, 1962, shall be added to the basic salaries as follows:

A. After 15 years - $200 per year above basic salary; or
B. After 20 years - $400 per year above basic salary; or
C. After 25 years - $600 per year above basic salary; or
D. After 30 years - $800 per year above basic salary.

3.9 Temporary Faculty

Temporary faculty (substitute) shall be elected and paid on a monthly basis, time subject to assignment, limited to a maximum salary equal to Step 8 in Class I, when such assignment occurs under one of the following conditions:

A. To replace a contract or regular faculty member who is on leave of absence for one semester or longer, when such replacement requires the temporary faculty member to work more than sixty percent of a full-time assignment; or

B. When such temporary faculty member replaces the same contract or regular faculty member for a period of more than twenty consecutive working days at more than sixty percent of a full-time assignment; and the need for replacement for more than twenty consecutive working days was not anticipated by the District at the time of assignment; or

C. To meet a temporary increase in enrollment which, in the judgment of the District will not warrant creation of a permanent position, but which requires that the temporary faculty member work more than sixty percent of a full-time assignment.

3.10 Compensation of faculty members for independent research and development activities, in excess of those normally considered as part of a faculty member's work load, shall continue to be provided in those instances where management and Research and Development Committee evaluations of a research and development proposal indicate that such compensation for any research and development project, whether proposed by a faculty member or requested by management, shall be established by management on the basis of available budget funds, the probable value of the completed research and development to the District educational programs, and the anticipated amount of work needed to complete such research and development.

ARTICLE 4: HEALTH AND WELFARE BENEFITS

4.1 The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to provide Blue Cross, CDS and Vision coverage for eligible faculty members and their dependents under the existing plans or under such plans providing at least equivalent benefits as the District may designate.

4.2 An eligible faculty member who wishes to have health coverage provided through Kaiser or Health Net rather than through Blue Cross Foundation may do so, provided that the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to faculty members shall only be by joint agreement of the parties.

4.3 The faculty member bears the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.

4.4 Faculty members eligible to participate in the District-provided insurance benefits and to receive District contributions toward these benefits are those employed under contract during the regular college year on at least a half-time basis.

4.5 The District shall continue to contribute the sum needed to provide the benefits specified in this Article for each faculty member eligible for such benefits, and shall increase such contribution on October 1 of each calendar year by the amount that is required to maintain the above-mentioned Blue Cross, CDS and Vision coverage.

4.6 Payments of the District contribution for faculty members absent due to illness or injury of the faculty member shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.

4.7 If, during the term of this Agreement, the District plans to secure coverage under a joint powers agreement, or determines to solicit bids for alternative benefit plans to replace Blue Cross, CDS, or its Vision plan, it shall, prior to advertising such bids, consult with the Federation to assure that the bid specifications provide the levels of benefits specified above.

4.8 If the District plans to secure coverage in a joint powers arrangement, or if responsive bids for alternative medical, dental and/or vision benefit plans are received, and if acceptance is likely and would result in premium contributions less than those specified above, the District shall promptly notify the Federation of such probable acceptance and shall, upon request, meet and negotiate regarding the allocation of any such savings.

4.9 Employees who are employed by the District at the time of retirement shall be retained in the District health, vision and dental insurance, with premiums paid by the District provided that such persons have a minimum of ten (10) years of service with the District and have attained an age and years of service equal to or greater than seventy-five (75). The minimum age for retirement is fifty-five (55). The District shall provide paid dental benefits for currently retired contract faculty who are receiving District-paid health and vision benefits.

4.10 Any other contract faculty member who is serving the District at the time of retirement, and who has served the District a minimum of five (5) years and reached the age of 55, shall, upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree.

4.11 Eligibility and benefits shall be as specified in the then-existing group medical insurance plan.

4.12 Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age 55 with a minimum of ten (10) years' service, and the District shall comply with the provisions of Education Code Section 23922 with respect to maximum retirement age.

4.13 The District and the Federation shall meet to determine the identity and content of an employee-paid catastrophic group health plan for hourly faculty members who do not have coverage under any other health insurance plan.

4.14 Special Pre-Retirement Program

Regular faculty members shall be eligible for special pre-retirement under the following conditions:

A. The faculty member shall have reached the age of 55 prior to the reduction of work load.

B. The faculty member shall have been employed full-time in a position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment.

C. During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

D. A faculty member who requests and is chosen to participate in the pre-retirement program shall enter into an agreement with the District respecting the terms and conditions of the faculty member's program. Such agreements shall be consistent with the provisions of this Section. The agreement can be revoked or amended with the mutual consent of the District and the faculty member.

E. The faculty member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The District and the faculty member on the program shall agree to make contributions to the State Teacher's Retirement System equal to the amount that would have been contributed if the faculty member had remained in full-time employment.

F. The faculty member shall receive the health and welfare benefits in the same manner as a full-time (100%) faculty member as provided in this Agreement. Sick leave accrued by the faculty member shall be prorated on the basis of the percentage of a full contract or percentage of days taught, as appropriate.

G. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during her/his final year of service in a full-time position. In order to qualify for STRS, a faculty member on the pre-retirement plan may not teach less that 50% of a full-time load in a given year. The 50% load may be assigned full-time for one full semester or one-half time for a full academic year. The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.

H. The total number of years of reduction of workload shall not exceed five years. The faculty member must agree to retire and terminate his/her services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed five (5) years.

I. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the faculty member reaches his/her 70th birthday.

J. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following school year.

K. A faculty member participating in the program is not eligible for sabbatical leave; is not eligible for Summer Intersession priority; and shall not be assigned an overload.

ARTICLE 5: WORKLOAD AND ASSIGNMENT

5.1 Administration of Assignment

The Chancellor of the District is responsible for the assignment of faculty members within the District in accordance with the provisions of this Agreement.

The President of the College is responsible for the assignment of faculty members within the College in accordance with the provisions of this Agreement.

5.2 Contract Teaching Assignments

A. The typical work load for all classroom teaching faculty members shall include:

(1) Actual classroom teaching.

(2) Preparation and grading for assigned classes.

(3) Sponsorship and support of student activities and programs as traditionally provided by interested faculty.

(4) Continuing professional development.

(5) Each full-time teaching faculty member shall schedule at least one office hour per day (5 hours per week) for student conferences. Exceptions for good reasons are subject to approval by the Vice President, Instruction. Such schedule shall be posted outside the faculty member's office and placed on file in the Office of Instruction. An office shall be provided as a condition requiring such scheduled office hours. Contract faculty with partial teaching assignments shall maintain such office hours as are a proration of the portion of the teaching contract held. If a faculty member is scheduled for a non-traditional assignment pursuant to Section 5.2 C(7)(a), such faculty member shall not be required to schedule more than one office hour per teaching day, but in no event less than a total of 5 hours per week during at least four days of the week.

(6) Such other assignments as have traditionally been performed by contract teaching faculty members prior to the signing of this Agreement, including voluntary, meaningful participation in budget development and employment interviewing procedures.

(7) Hours on Campus: Each full-time teaching faculty member shall be assigned classes and other responsibilities which, in addition to any on-campus time a faculty member may spend for preparation and grading of assigned classes, will result in such faculty member's presence on campus for the teaching of his/her classroom teaching assignment; for office hours, as set forth above; and for an additional five (5) hours of other instruction-related assignments as set forth above.

On-Campus: Shall be defined as a college campus or any other place designated by management where instruction and/or services are performed.

B. Hours of Instruction

The classroom teaching load of a faculty member on full assignment shall be:

(1) Teaching hours of faculty members shall be calculated on the basis of a full-time contract classroom teaching assignment of thirty (30) lecture or lecture-equivalent hours for an academic year (two semesters). The District will make all reasonable efforts to attempt to equalize the distributions of such lecture or lecture-equivalent hours between each of the two semesters. A faculty member may be assigned more than sixteen (16) or less than fourteen (14) lecture or lecture-equivalent hours per semester as her/his contract teaching load only with her/his permission. A faculty member who wishes to teach an overload during a Spring semester must first fulfill her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.

(2) Lecture-equivalent hours for laboratory teaching assignments shall be in a ratio of three (3) hours of laboratory teaching to two (2) hours of lecture teaching.

(3) Lecture-equivalent hours for lecture-laboratory teaching assignments shall be a ratio of four (4) hours lecture-laboratory teaching to three (3) hours of lecture teaching.

(4) Coaching Assignments: Teaching load credit for the head coach and for each assigned assistant coach for a varsity sport shall be a ratio of two (2) hours of scheduled coaching to one (1) hour of lecture up to a maximum of 10 coaching hours per semester for each varsity sport.

(5) Faculty members who teach semester classes with attendance at the end of the late registration period in excess of seventy-five (75) students will be given credit of an additional one-half (.5) teaching-hour for each increment of twenty-five (25) students in attendance above the 75 students per class.

As defined above, the following ratios are established:

(a) Classes with attendance of 76 to 100 students: 1.5 teaching-hour credit for each one-class hour taught.

(b) Classes with attendance of 101 to 125 students: 2 teaching-hours credit for each one class-hour taught.

(6) Student weekly contact hours between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:

(a) Technical, laboratory, reader, or clerical assistance to an instructional division when student contact hours exceed the following:

1) English Composition, 450
2) Lecture Classes, 550
3) Laboratory Classes, 500.

(b) In the case of experimental programs, whenever the load assignment contemplated departs appreciably from established norms, class weight credit to determine load assignments will be established by the President in conference with the Vice President, Instruction, the Division Director, the Department Head and the faculty member involved.

(c) A faculty member may meet and confer at anytime with his/her Division Director and the Vice President, Instruction regarding his/her teaching load or its equalization.

A District-wide average of not less than 525 WSCH, exclusive of WSCH's earned as part of an overload or extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.

(7) Designation of new or revised courses as lecture, lecture-laboratory, laboratory, or any combination thereof, for student credit hours shall be made by the college Curriculum Committee, subject to review by the District Curriculum Committee and the Chancellor, and subject to approval by the Board.

(8) PCAP will not be implemented during the term of this Agreement.

C. Scheduling of Contract Teaching Assignments

(1) Assignment of contract teaching load for contract faculty members shall have first priority over any other class assignments.

(2) When the assignment for a teaching faculty member is prepared, primary consideration will be given the needs of the students, the professional training and experience of the faculty member and the classes to be taught.

(3) Course, section and room assignment scheduling for individual faculty members shall be prepared within the Division in conjunction with the Department/Discipline, subject to approval by the Vice President, Instruction. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the Vice President, Instruction, the Division Director, the Department/Discipline and the affected faculty member.

(4) Faculty members hired for a specific Department/Discipline shall be assigned in that Department/Discipline except as provided in the Transfer Article of this Agreement.

(5) Without a faculty member's consent a minimum of twelve (12) hours shall elapse between the conclusion of the last class an instructor is assigned on one day and the first class he/she is assigned on the following day. If a full contract teaching assignment is not available in the day work hours, the faculty member may be assigned classes during the evening hours to complete the full-time teaching assignment.

(6) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents:

(a) Number of course preparations - 3
(b) Consecutive lecture hours - 3
(c) Consecutive laboratory hours - 4
(d) Break between classes in day assignment - 4 hours

(7) Normally, contract faculty members will be assigned hours from 7:00 a.m. to 5:00 p.m. during a Monday through Friday time span. Faculty members may, with their consent and the approval of the college management, be scheduled for a non-traditional classroom assignment, but, in no case, fewer than four days.

When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such classroom assignments may include, but are not limited to:

(a) A split assignment requiring both day and evening assignments for a full assignment.

(b) Saturday and/or satellite campus assignment as part of a full assignment.

(c) Innovative "field" courses requiring extended periods with the class at off-campus sites.

(d) A traveling teaching assignment is a contract assignment which includes more than one campus in the District (mileage between work sites to be compensated by the District).

(8) Part-time contract faculty members shall be assigned duties and responsibilities in proration of a comparable full-time assignment.

(9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.

(10) Substitute responsibilities: Hours of work, other than assigned classroom time, may be used to provide substitute services for a temporarily absent faculty member and shall be paid for at the hourly rate of pay.

5.3 Contract Non-classroom Teaching Faculty

A. All non-classroom teaching faculty members on full assignment shall be assigned thirty-five (35) hours per week.

(1) Any regularly scheduled assignment in excess of thirty-five (35) hours per week shall be compensated at the hourly rate as an overload assignment.

(2) Assignments shall be made only between the hours of seven a.m. and five p.m. unless the faculty member and his/her immediate supervisor mutually agree upon an alternate method of scheduling the faculty member's hours.

B. A non-classroom teaching faculty member may be allowed to teach as part of his/her full assignment. For purposes of computing the clock hours, non-teaching faculty members who teach classes will have class preparation time on the basis of one hour for each one hour in class, or as computed for teaching faculty. This section shall not be deemed to apply to teaching of overload classes.

C. All non-teaching faculty not on extended contract shall have the same contractual calendar as teaching faculty members except by mutual agreement.

D. Any non-classroom teaching faculty member on full assignment may request and be assigned up to five (5) hours per week of the thirty-five (5) hours for development projects, sponsorship of student activities, professional growth, staff development, research, committee work, or other types of activities which directly benefit and promote his/her department/discipline service area. The hours of assigned time may be distributed in any way throughout an academic year or a semester to average the weekly assigned time. All such assignments are subject to advance approval by the College President or his/her designee, provided that such approval shall not be unreasonably withheld.

E. The following applies only to the Counseling Faculty:

(1) Counseling faculty may serve extended day students as part of their normal workload or for overload pay, with the approval of the Dean of Counseling.

(2) Counseling workload shall be subject to the limitations inherent in the nature of counseling, the number of students, the number of available appointment times, and the need for a quality counseling program. The maximum number of students to counselors under the above criteria may be recommended by affected faculty and shall be subject to reasonable approval of the immediate supervisor.

It shall be a joint goal of management and the counseling staff to provide one FTE appropriately-credentialed counselor per 550 to 800 graded students on each campus.

(3) In addition to regular division meetings, each counseling division may schedule one normal contract day per month for in-service training. Each campus will develop the in-service independently to best meet the needs of the counseling faculty.

(4) A counselor may be scheduled up to six (6) hours per week to coordinate Career Center, Drop-in Center, Articulation, where such programs exist.

(5) Each full-time counselor shall receive a minimum of 3 hours per week for development projects, professional growth, research, staff development, transfer assistance, articulation, college/high school visitations and other college activities that directly benefit and promote the department/service area and the student. The hours of assigned time may be distributed in any way throughout the semester to average the weekly assigned time.

The assignment(s)/activity(ies) shall be decided upon after joint consultation between the counselor(s) and the appropriate manager, subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

5.4 Non-Contract Assignments

A. Eligibility:

(1) Contract Faculty Members:

(a) May teach a maximum of one (1) course (without regard to hours) OR six (6) class hours (without regard to the number of courses) per week at the extra-hourly rate of pay, except for time required as a substitute.

(b) May work a maximum of six (6) clock hours of a non-teaching assignment per week at the hourly rate of pay, except for time required as a substitute, or in case of emergency, as determined by management.

(c) The sum of the assignments in (1) and (2) above shall not exceed six (6) hours per week during any one semester except as stated above.

(2) Non-Contract Faculty Members:

(a) May teach a maximum of not more than nine (9) lecture or lecture-equivalent hours of instruction or a combination of the above-type courses not to exceed 60% of a full-time teaching assignment per week during any semester.

(b) May be assigned to a maximum of not more than 60% of a full-time non-teaching faculty member's assignment during any semester.

(c) May be assigned a combination of teaching and non-teaching assignments to a maximum of not more than 60% of a full-time assignment as defined in (1) and (2) above.

B. Procedures and Priorities of Assignment:

The following priorities govern non-contract assignments commencing with Spring Semester, 1984:

(1) Definitions. For purposes of this Article only, the following definitions shall apply:

(a) Priority Non-Contract Faculty. A faculty member who has been employed on a non-contract basis for a lecture-equivalent load of more than six (6) hours per week or more than eight (8) laboratory hours per week for two semesters. Any employee with a non-contract assignment meeting the above load requirements during Spring, 1983, or Fall, 1982, or Spring, 1982, shall also be designated as Priority Non-Contract Faculty.

(b) District-Initiated Involuntary Break. Shall include, but not be limited to the (1) cancellation of classes, (2) the loss of an assignment through replacement, and (3) the lack of an available assignment.

(c) Involuntary Break. A break in service of one semester for purposes of health, home responsibilities or military service.

(d) Seniority. Total semesters of continuing non-contract service in a department/discipline in the District.

(e) Continuing Comparable Assignment. The greatest number of hours a faculty member has been assigned, commencing with the Fall Semester, 1981. District-initiated involuntary breaks and involuntary breaks do not affect continuing comparable assignment. The above applies only to faculty members who have been working non-contract assignments since July 1, 1982, or who have experienced a District-initiated involuntary break since July 1, 1982.

(2) Request and Notice of Assignment

(a) No later than the first day of the Fall Semester for the Spring Semester and March 1 for the Fall Semester, the District shall send Non-Contract Assignment Request Forms to all eligible faculty members. A faculty member must file a request for continuing comparable, increased, first-time overload assignment, or after a break in service during which non-contract seniority was lost, with the appropriate college dean no later than October 1 for the Spring Semester or April 1 for the Fall Semester. Eligible faculty members not currently employed at a college must keep the District informed of any change in their mailing addresses. Failure of an eligible faculty member not currently employed to keep the District so informed shall constitute a waiver of that faculty member's right to assignment.

(3) Priority for Assignment in a Department/Discipline on a Campus

(a) Non-contract assignments shall be made by seniority within each of the priorities set forth below.

1) Contract and priority non-contract faculty for continuing comparable assignment.

2) Other non-contract faculty for a continuing comparable assignment.

3) Priority non-contract faculty for increased assignment.

4) Contract faculty for a first-time assignment or after a break in service during which non-contract seniority was lost.

5) Other non-contract faculty and contract faculty for increased assignment.

6) New applicants.

(b) If the total number of hours to which an instructor is entitled is not available in a given semester, the instructor shall be assigned the maximum number of hours available.

(c) The District shall make reasonable efforts to assign the same time(s), day(s), location(s), and course(s) which the faculty member was assigned in the previous semester, if that assignment is scheduled.

(4) Seniority Calculation

(a) Seniority on a given campus shall accrue according to the total semesters of continuing non-contract service in a department/discipline in the District. Ties in seniority shall be broken by lot, the process to be supervised jointly by management and a member of the Federation's Executive Council on the campus.

(b) A faculty member may hold different seniority in different department/disciplines.

(c) District-initiated involuntary breaks in service shall not affect the accrual of seniority of non-contract faculty for two (2) semesters following the break in service, at which time seniority is "frozen" until the non-contract faculty member resumes his/her assignment.

(d) Any faculty member with a non-contract assignment may be granted an involuntary break in service of one semester by the appropriate Vice President of Instruction, whose decision may be appealed to the Chancellor. The seniority status of a faculty member on an involuntary break will be maintained for one (1) semester, but no seniority credit shall be granted during this absence.

(e) Appropriate supervisors shall maintain lists that establish priority/seniority in accordance with this Article. These lists shall be updated by the end of the fourth week of each semester and forwarded to the Federation.

(5) Loss of Continuing Comparable Assignment Rights. If an instructor refuses an assignment, he/she shall lose all rights to assignment in subsequent semesters. If an instructor voluntarily requests a reduction in hours, he/she shall be entitled only to that number of reduced hours in subsequent semesters.

(6) Qualifications. If a faculty member is not given a continuing comparable assignment because management determines that he/she does not have sufficient educational background or experience, the faculty member may grieve the issue of his/her presumed lack of qualifications to teach the assignment being denied, the grievant being entitled to prove that he/she is qualified to teach the course(s) in question.

(7) Effect of Class Cancellation. In the event that a faculty member assigned on a non-contract basis has any part of his/her assignment as indicated in his/her offer of employment cancelled during the period between the time when the offer was made and the first day of registration, the faculty member shall have the right to teach the assignment of the least senior faculty member(s) in the same department/discipline to achieve his/her continuing comparable assignment. Offers of employment indicating assignments will be submitted by the colleges to the District no later than June 1 of each year for Fall Semester assignments and no later than November 1 for the Spring Semester. Offers will be mailed to faculty no later than June 20 for the Fall Semester and December 15 for the Spring Semester.

5.5 Summer Intersession Assignments

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during the authorized Summer Intersession. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring Semester and the first day of the next Fall Semester.

A. Faculty members shall be assigned available classes within a given Department/Discipline in the following order of priority:

(1) Contract faculty in the discipline on the campus will be assigned up to two classes.

(2) Priority non-contract faculty in the discipline on the campus will be assigned up to two classes.

(3) Other non-contract faculty in the discipline on the campus will be assigned up to two classes.

(4) Faculty in the discipline from other campuses will be assigned up to two classes.

(5) Faculty in other disciplines but qualified to teach in the discipline may be assigned up to two classes.

(6) Other qualified persons may be hired in accordance with District hiring procedures.

B. No later than January 15, the District shall send Summer Intersession Assignment Request Forms to all faculty members on the priority/seniority lists. A faculty member must file a request for Summer Intersession assignment with the appropriate Vice President, Instruction, no later than February 15.

5.6 If a faculty member anticipates that he/she will be absent from any scheduled class, he/she will make all reasonable efforts to notify his/her immediate supervisor.

ARTICLE 6: CLASS SIZE

6.1 Numbers in any class (class size) shall be subject to limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, and the safety of students. The maximum class size under the above criteria may be recommended by affected faculty through the relevant department, and shall be subject to reasonable approval of the Vice President, Instruction, or his/her designee.

6.2 Classes for the Handicapped/Learning Disabled Students: The maximum size for classes for the handicapped and learning disabled student shall be twenty (20) and/or shall meet existing laws and regulations.

6.3 The minimum number of students enrolled in a regular credit course will be fifteen (15) students at the end of the class adjustment period, in order to continue. Exceptions may be approved on the basis of factors which may include but not be limited to the following:

A. Single classes that meet specific District graduation requirements.

B. A third or fourth semester of instruction in sequential class.

C. Single class offerings that are not scheduled annually but meet specific curricular requirements.

D. Classes where added reimbursement pays one-half of the salary of the instructor or meets contract obligations with other agencies.

E. A combined class of two or more levels of instruction scheduled at the same instructional hour may be considered for the continuance of each section on the total enrollment of the combined groups.

F. Introduction of a new course essential to adopted curricula or approved for experimental study.

G. Essential remedial classes in which instruction must be highly individualized.

6.4 Non-graded classes will be discontinued when attendance for any such class falls below 15 for two consecutive sessions, unless exception is specifically granted by the Board.

6.5 First priority in resources (rooms, equipment, faculty) will be assigned to graded (credit) courses.

ARTICLE 7: SAFETY

7.1 The District will provide a safe working environment for faculty members.

7.2 Any faculty member who observes a condition in the working environment that he or she feels is unsafe and creates any imminent danger of harm to any person, should immediately take whatever action may be necessary or appropriate to have such condition corrected and to notify his/her immediate supervisor of the existence of such condition. Faculty members should also notify the appropriate immediate supervisor regarding any other unsafe condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other body that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.

7.3 If any faculty member has notified his/her immediate supervisor of an alleged unsafe working condition, and the faculty member feels that District management has failed to take appropriate corrective action, the faculty member may submit a written statement of the alleged condition and any proposed corrective action to the College Director of Maintenance and Operations. The Director shall then take appropriate corrective action or forward the complaint to the office of the College President.

7.4 Within five (5) days of receipt of any such complaint, the College President shall take appropriate corrective action, or shall convene an ad hoc safety committee, consisting of two faculty members appointed by the Federation and two members of District management. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days.

7.5 If the ad hoc safety committee recommends corrective action, and such action is not taken, the faculty member who submitted the complaint may, within fifteen (15) calendar days after receipt of his/her copy of the recommendations, utilize the grievance procedure of this Agreement for further processing of the complaint. Except as specifically set forth above the grievance procedure shall only be applicable to Sections 7.9 and 7.10 of this Article.

7.6 The District will continue its practice of making health services available to faculty members for emergency medical treatment on the same basis upon which such services are made available to the students.

7.7 Any faculty member who is threatened with bodily harm, or who suffers bodily harm because of the actions of any individual or group while such faculty member is acting within the course of his/her assigned duties, shall report such threat or harm to his/her immediate supervisor, and, where appropriate, to designated law enforcement authorities.

7.8 The District shall provide any and all legally required indemnifications and legal assistance to any faculty member who is exposed to any legal liability because of any threat of harm or any assault upon such faculty member while acting within the course and scope of his/her duties.

7.9 A faculty member who is injured while acting within the course and scope of his/her employment shall be entitled to industrial accident or illness leave for not more that 60 days in any one fiscal year for any one such accident or illness. Utilization of such leave shall be subject to the following conditions:

A. Such leave shall not be cumulative from year to year.

B. Such leave will commence on the first day of absence due to such industrial accident or illness.

C. Payment for such leave shall not, when added to any award granted to the faculty member under the Worker's Compensation laws of this State, exceed such faculty member's normal daily rate of compensation.

D. The amount of such leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the faculty member.

E. The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the 60 days of leave available for such industrial accident or illness.

F. Utilization of such leave shall be subject to the faculty member's submission of such appropriate proof of industrial accident or illness, and the effects thereof, as management may designate.

G. Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned 60-day leave provision before a faculty member is required to utilize any accumulated sick leave.

7.10 Damage or Destruction of Clothing or Personal Property

A. As permitted in Education Code Section 72253, the District shall provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or vehicles whenever any such property is damaged in the line of duty without fault of the faculty member.

B. In addition, and as permitted by Education Code Section 72510, the District shall reimburse a faculty member for the loss, or damage by arson, burglary or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the faculty member and the member of management designated for this purpose.

C. The value of any property subject to loss reimbursement under this Article shall be determined as of the time of the damage thereto. The property damaged or lost must be of significant value (more that $5.00 per article or incident) to be considered for reimbursement. Except under unusual circumstances, the maximum amount of reimbursement shall be $100. For amounts exceeding $100 the reimbursement must be authorized by the Board.

D. In the event the faculty member is paid the costs of replacing or repairing such property or the actual value of such property by other than the school District, the District's liability under this Article shall be reduced by the amount of such payment.

E. All claims shall be submitted on forms provided by the District Business Office, and shall include such relevant facts as cost of repairs, invoices, notations of circumstances and witnesses, if any. The claim form shall be signed by the faculty member and his/her immediate supervisor and submitted within 15 working days of the incident

7.11 The District will continue its efforts to assure the safety of faculty members using parking lots at District-owned facilities through the provision of lighted parking reserved for the use of faculty; through security and patrol for all lots within the limits of existing security personnel, and within such limitation, and when requested during evening hours by a faculty member having a reasonable basis to fear for his/her safety, by providing an escort between such faculty member's worksite and parking area.

ARTICLE 8: LEAVES

8.1 Leaves Without Pay

A. Any contract faculty member may be granted an unpaid leave of absence by the Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Board may determine. Any regular faculty member shall be granted an unpaid leave of absence for reasons of health.

(1) Health. An application for leave of absence for reasons of personal health in excess of the time for which sick leave benefits are payable to a faculty member must be supported by the written recommendation of a licensed physician or health practitioner.

(2) Study. An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied at what institutions.

(3) Travel. A leave of absence for the purpose of educational travel must be supported by a written statement itinerary indicating absence from the District for a majority of the time covered by the application for such leave.

(4) Home Responsibilities. A leave for this purpose may be granted to a faculty member to care for his/her immediate family member whose health temporarily requires the full-time attention of the faculty member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a faculty member to place a newborn or newly adopted child in his/her home.

(5) Personal Business. A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a faculty member for study leave as set forth in subsection (2) above; and which, in the judgment of the Board, will increase the faculty member's competence in relation to his/her present or anticipated assignment within the District.

(6) Military Leave. Such leave will be granted for required active duty only, and is without pay except for employees with one year or more in the District, who will receive their regular compensation in the first 30 days of said leave if the first 30 days fall within the employee's period of paid contract employment. Annual military training duty should be

taken during vacation periods or at the convenience of the District whenever possible.

B. The maximum length of any unpaid leave granted by the Board shall be one year, provided that, upon receipt of request for extension, the Board may extend such leave for a maximum of one additional year. A faculty member appointed or elected to a local political office which requires a full-time commitment may be granted an unpaid leave for not more than one elected term to be served in such office.

C. Except in exceptional circumstances when the need for leave cannot be anticipated, all applications for leaves of absence must be on file in the District Personnel Office at least 90 days prior to the proposed effective date of the leave. Whenever possible, such leaves shall be requested in minimum increments of one semester, or as necessary to minimize interruption of faculty assignments.

D. All leave applications shall be submitted to the office of the appropriate College President, or his/her designee, and, if the President or his/her designee recommends the granting of such leave, the recommendation shall be forwarded to the Chancellor and to the Board for further consideration and evaluation.

E. Other than in such exceptional circumstances as the Board may determine, or except as set forth below in subsection F, a break in service time resulting from leaves without pay shall not be included in computing or granting other benefits such as sick leave, longevity pay, vacation time, step advancement, or other fringe benefits. A faculty member on leave without pay shall have the option of maintaining his/her medical, dental and vision coverage in the District group plans at his/her own cost.

F. In certain cases of personal leave for professional development, where no District funds are expended and where the employee engages in activities of an educational nature that do not result in the accumulation of college credits for salary schedule advancement, the employee may qualify for step advancement on the salary schedule on the basis of time occupied by the approved leave, with a maximum of one year's credit. The application for such leave must be filed with the College President and receive his/her recommendation; be recommended by the Chancellor; and be granted by the Governing Board in advance of the beginning of such leave in order to become effective.

G. Any transfer of a faculty member who is on an unpaid leave of absence shall be subject to the transfer provisions of this Agreement.

8.2 Absence With Salary

Time on paid leave shall be counted as time in service.

A. Sick Leave:

(1) In any fiscal year, a contract faculty member or temporary long-term substitute shall earn paid sick leave time at the rate of 1.0 day for each full school month of paid contract service.

(2) When a contract faculty member is absent from his/her duties because of illness or injury, whether or not the absence arises out of or in the course of employment, said faculty member shall be paid:

(a) Full salary for such absence if that period does not exceed the unused portion of current and accumulated sick leave benefits.

(b) Half salary for five school months beginning with the expiration of accumulated sick leave. This benefit shall be limited to one five-month period for any one illness or accident. The Governing Board may grant this leave for an additional period provided the faculty member has maintained a continuous contractual status with the District and has completed one full year of satisfactory service under an annual contract subsequent to the last leave granted under the provisions of this section.

(3) Hourly paid faculty having a regularly-scheduled hourly assignment shall earn and accrue paid sick leave at the rate of one hour for each 16 hours worked.

(a) No sick leave is earned for any fraction of 16 hours worked.

(b) Sick leave earned on an hourly basis may be used only during regularly-scheduled hourly employment, not in regular contract employment, or for time outside the regular scheduled hourly assignment.

(c) Sick leave earned in regular contract employment may not be used in connection with hourly employment.

(4) A faculty member who does not use the full amount of full-pay sick leave earned in any fiscal year shall be given cumulative credit for such unused full-pay sick leave. The term "full-pay sick leave" as used in this Agreement includes all accrued sick leave except as provided under Section 8.2 A(2)(b).

(5) General:

(a) Faculty filing claims under the provisions of this Article shall file, or cause to be filed, an Employee Absentee Report form (appended hereto as Appendix B) on which they shall certify that the illness, injury or incapacity was of such character as to require absence from duty during the period of sick leave claimed.

(b) A contract faculty member assigned on a partial contract shall be paid sick leave benefits only in proportion to the time which such assignments bear to full time.

(c) Any faculty member wishing to utilize any form of sick leave or leave of absence pursuant to this Section may be required to provide such proof as District management shall designate to justify the need for such leave of absence, provided that this requirement shall not be used to intimidate, coerce, or discriminate against any faculty member.

B. Personal Necessity Leave.

Accrued full-pay sick leave may be used by a faculty member, at his/her election, in the following cases of personal necessity:

(1) Death of a member of his/her immediate family when additional leave is required beyond that provided for Bereavement Leave by this Agreement.

(2) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

(3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

(4) Personal emergencies, which include recognized religious holidays, serious illness involving a member of the immediate family, and personal business of a compelling nature.

(5) Up to three (3) of the six (6) days per year available to a contract faculty member for personal necessity leave, or up to 50% of the hours available to an hourly faculty member for personal necessity leave may be used for personal necessities as determined within the discretion of the faculty member, provided that such leaves shall require reasonable advance notice to the college administration, and provided further that the District may limit the total number of faculty taking such leaves at any one time to a reasonable number.

Use of sick leave for the above purpose shall be limited to six days in any school year for a contract faculty member or 60% of one year's accrual of sick leave for a faculty member on hourly assignment. Notwithstanding any of the above purposes, accumulated sick leave shall not be used to compensate any faculty member whose absence results from his/her participation in a strike, work stoppage, work slowdown, or any other labor disturbance.

"Immediate family" is defined as including mother, father, grandmother, or grandfather of the faculty member or of the spouse of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the faculty member or any member of the immediate household of the faculty member.

C. Bereavement Leave.

Any faculty member shall be allowed a leave of absence not to exceed five working days on full pay when such absence is occasioned by reason of death in the immediate family of the faculty member, or by other acute bereavement. For the purposes of interpreting this provision:

(1) "Immediate family" is defined under personal necessity leave.

(2) "Acute bereavement" is subject to interpretation by the District.

D. Subpoena Leave.

When a faculty member is absent because of a mandatory court appearance, except as a litigant, said faculty member shall suffer no monetary loss by reason of said service.

(1) Fees, exclusive of mileage, paid by the court or party requiring the faculty member's appearance shall be paid to the District unless the fees are greater than the faculty member's salary, in which case the faculty member may retain the fees and be listed as absent due to personal business.

(2) A copy of the subpoena or a certificate of the clerk of the court must be filed with the absence report.

(3) Absence of a faculty member for a legal action in which he/she is a litigant may be classified as personal necessity.

8.3 Exchange Service Leave

Arrangements may be proposed by a regular faculty member to a properly credentialed faculty member of another district or college on a similar professional plane for the purpose of exchanging positions for a period normally not exceeding one year. Exchanges may be arranged with either foreign or domestic service in mind. Exchanges will normally be arranged to permit the Ventura County District faculty member to receive his/her full remuneration from the District, while his/her opposite number will be reimbursed under an agreement he/she has reached with his/her own district or college. The Board will consider the value both to the District, and to the individual applicant of the exchange arrangement, in reaching its decisions concerning the granting of such service leaves.

8.4 Compassionate Leave

In any one school year a faculty member may be granted a maximum of three days paid leave (non-cumulative) to cope with an emergency in his/her family which, in the judgment of the College President and the District Personnel Office, necessitates the faculty member's presence at the scene of a family emergency. Such leave may be granted only after all other applicable types of leave have been exhausted.

8.5 Maternity Leave

Faculty members are eligible for leaves of absence when said absence is due to pregnancy or convalescence from childbirth.

Any faculty member who is required to absent herself from her duties because of pregnancy or convalescence following childbirth shall be granted maternity leave without loss of pay for a period not to exceed fifteen working days. Any additional days of absence required due to pregnancy or convalescence following childbirth shall be granted without pay. The effective days of the required absence from duty shall be certified to the District in writing by the attending physician or health practitioner.

Nothing in this section shall be construed so as to deprive any faculty member of such leave rights under the other provisions of this Agreement for absence due to illness or injury resulting from pregnancy.

8.6 Sabbatical Leave

A. Policy

Regular faculty members are encouraged to pursue opportunities for professional growth leading to the development of increased competence. These professional growth opportunities will focus primarily on the growth of the individual in order to maintain a dynamic faculty, one equipped with the mental and emotional tools to provide exceptional service to the students and the District in an era of constant change.

B. Sabbatical Leave Committee

(1) All proposals for sabbatical leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.

(2) The Committee shall weigh the value of each proposed sabbatical leave to the faculty member, to the students, and to the District.

C. Purposes of Sabbatical Leave

Sabbatical Leaves may be granted for purposes that include, but are not limited to, the following:

(1) Academic study or professional research from an accredited institution of higher education. A faculty member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to his or her teaching assignment. No less than six units of course work or equivalent research per semester shall be acceptable from an accredited institution of higher education.

(2) On-site research project. Special projects shall be designed to expand the faculty member's knowledge so that he or she will be a greater asset and credit to the District, worth to the student being the ultimate measure. These projects may also include development of educational programs and curricula. Projects which involve extensive travel outside the county must include a detailed itinerary.

(3) Approved teaching or research fellowships and teacher exchange programs.

(4) Work or research in industry, business, or government. Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. Total compensation received shall not exceed the amount that would have been received had the faculty member remained in active service in the District. If necessary, compensation paid by the District shall be reduced by the appropriate amount so that the total stipend shall not exceed the faculty member's salary.

(5) Other experiences as approved by the Governing Board.

D. Eligibility

Any regular faculty member who has served the District for six consecutive years as a faculty member shall be eligible for a leave of either one or two semesters at his/her option. Not more than one such leave may be granted to any faculty member in each seven-year period.

E. Applications

(1) Applicants for sabbatical leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.

(2) Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.

(3) Applications and recommendation of each campus committee shall be forwarded to a District Sabbatical Leave Committee composed of six (6) members, one each appointed by each college president, and one each by each academic senate. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and submission to the Governing Board.

(4) Applicants will be notified by the District Board on or before February 1 of the final acceptance or rejection of their application.

(5) Under exceptional circumstances, late applications will be considered.

(6) After a leave has been granted, any significant change of purpose or in the detailed plan shall be cause for reconsideration of the agreement between the District and the faculty member.

F. Compensation

(1) If the sabbatical leave is for two semesters, compensation shall be two-thirds of the faculty member's regular teaching salary.

(2) If the leave is for one semester, the compensation shall be the faculty member's full regular contract teaching salary for one semester. Normally, one-semester leaves must be taken during the spring semester.

(3) Salary while on leave shall be paid monthly during the fiscal year in the same manner as faculty members are paid.

(4) The District shall not pay travel costs or salary or provide remuneration other than the sabbatical leave stipend during the period of the leave. Exceptions will be considered by the Board upon the recommendation of the Chancellor or upon appeal from his/her adverse recommendation.

G. Guarantees

(1) The faculty member must agree to return to the District for a period of service equal to twice the period of the leave.

(2) Any transfer of a faculty member who is on a sabbatical leave shall be subject to the Transfer Provisions of this Agreement.

(3) The written agreement between the District and the faculty member is to be acceptable without requirement of bond.

H. Accountability

Upon completion of the sabbatical leave, and within six months of the faculty member's return to duty, he or she shall submit to the College Presidents and the Chancellor (and the Governing Board, if requested) a report which must include transcripts of study completed, if applicable, together with an evaluation of the project pursued. The Board shall be encouraged to request a review of all reports.

I. Incomplete Sabbatical Leave

If the program for sabbatical leave is interrupted because of serious accident or illness, this will not be considered a failure to fulfill the conditions under which the leave was granted; nor shall such interruption affect the amount of compensation to be paid the faculty member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within 30 days of the time of the accident or the onset of illness.

J. Effect of Leave on Salary Increments and Retirement

(1) Sabbatical leave shall be counted toward retirement. The annuity contributions shall be collected in the usual manner and all fringe benefits shall be in force.

(2) Sabbatical leave shall be counted as experience for advancement on the salary schedule.

(3) Incomplete sabbatical leaves can count toward benefits (salary, retirement, and advancement on the salary schedule) only to the extent that salary is received while the leave is in progress.

(4) Sabbatical leave shall not affect the accrual of non-contract seniority.

K. Credits

Academic credits earned from any sabbatical leave may be credited toward salary increments the following September.

L. Limitations

(1) The number of sabbatical leaves granted each year shall not exceed 3% of the full-time faculty members in the District, plus one additional sabbatical leave, with a minimum of at least eight sabbatical leaves, including at least one at each college, except that if a reduction in force of full-time faculty is necessary due to a lack of funds, the parties agree to reopen negotiations prior to May 15 of each calendar year on the minimum number of sabbaticals to be granted per year.

If the Board chooses to grant sabbaticals in excess of the maximum number of sabbaticals permitted above, the additional sabbaticals shall be for one year.

(2) A list of alternates will be established and maintained by the Sabbatical Leave Committees in the event that change of plans of applicants or increase in staff permits additional grants.

M. Priority Determinations

(1) In the event that more applications for sabbatical leave are submitted than the above-mentioned limitation will permit, the granting of said leaves will be governed by the following list of priority determinations, listed in order of precedence:

(a) Value of the proposed leave to the individual, the students, and the District. Value of leave to the students and District is evaluated in terms of what the applicant may contribute following return through classroom teaching, leadership, curriculum development, or teaching methods.

(b) The number of previous sabbatical leaves granted applicant. An applicant for a first sabbatical leave shall be given priority over an applicant who has had previous sabbatical leave.

(c) Seniority of service.

(d) Likelihood of continued service to the District.

(e) Reasonable distribution of sabbatical leaves among departments and divisions.

8.7 Professional Conference Leave

A. Faculty members may, with approval of the appropriate divisional director and college administrator, be eligible for short-term paid leaves of absence to attend professional conferences directly related to their teaching or other District work assignments.

B. The length of any such short-term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.

C. No such leave shall be granted unless the faculty member has requested and received approval on the appropriate District "Convention, Meeting, or Travel Request." Approval of a faculty member's request for short-term conference leave implies that, if necessary, and available, a substitute teacher shall be provided for the faculty member's teaching responsibilities during the term of such leave.

D. The manner in which available budgetary allocations for reimbursement of faculty conference expenses shall be allocated shall be determined by each College President, and any expressed or implied commitment to reimburse such expenses shall be subject to the budgetary limitations established by the Governing Board, but in no event less than $25.00 per contract faculty member as a District-wide average. Funds available to the College for reimbursement of conference expenses may, at the discretion of the College President, be utilized to reimburse faculty members for attendance at conferences generally applicable to the educational program of the college, or conferences that a faculty member has been requested by District management to attend as a representative of the College or the District.

E. If the appropriate Divisional Director and College President approve a faculty member's "Convention, Meeting or Travel Request" that contains estimated expenses, and if funds are available to the College for reimbursement of such expenses, the faculty member to whom such short-term leave of absence has been granted will be reimbursed for the necessary and reasonable expenses of conference attendance, subject to the following guidelines:

(1) Cost of transportation shall not exceed round trip coach, rail, or air fare where such service is readily available. The prevailing automobile mileage rate may be authorized when rail or air service is not feasible, or when numerous stops need to be made en route. When service by public carrier is readily available but auto travel is preferred by the person traveling, the equivalent of rail or plane fare will be allowed for use of a personal car. The compensation payable for use of personal cars shall be at the rate determined by the Governing Board.

(2) Expenses for lodging, meals, registration fees, necessary taxi and local transportation and telephone

charges are considered proper expenditures. Receipts are required for the following expenses: (1) lodging, (2) public transportation (passenger identification coupon or ticket stub required for any air, train, or bus trips), and (3) convention registration fees. In all cases it is expected charges will be reasonable for the place where conferences and meetings are held. Tip payments and service charges allowed on authorized conference and travel expenses may not be greater than 15 percent of the meal charge.

(3) Requests for reimbursements and expenses shall be reviewed and approved by the Chancellor or his designated representative before payment.

F. If part or all of a faculty member's expenses incurred during conference leave have been paid or reimbursed by the District, District management may require that information acquired at such conference be shared, in a written report or by other appropriate means, with the faculty member's colleagues.

ARTICLE 9: CALENDAR

9.1 The instructional calendar for the academic year 1983-84 (including 1983 Summer Intersession) is attached as Appendix E. Subject to the remaining provisions of this Article, the parties shall meet on or before December 1 of each year to establish the instructional calendar for the following academic year.

9.2 The basis for a 10-month faculty contract shall be 178 contract days and 176 teaching days within 40 consecutive calendar weeks, subject to the following:

A. For teaching contract faculty members there shall be two workdays designated as contract non-instructional days, without designation of worksite, and shall be reserved for completion of grading and preparation for classes.

B. For counselors under 11-month contract, Department Heads and Facilitators eligible for extended contracts, the contract days set forth in A above shall be part of such faculty members' total contract.

9.3 Extended contracts shall be calculated as a pro rata proportion of a 10-month contract, rounded to the nearest digit.

9.4 The District and the Federation agree to meet no later than December 1, 1983, to study the possibility of implementing an early semester calendar.

ARTICLE 10: PERSONNEL FILES

10.1 One personnel file for each faculty member shall be maintained in the District Personnel Office, and shall only contain materials necessary for the District's fulfillment of its personnel management responsibilities, and related to the faculty member's assigned duties or professional responsibilities. The faculty member shall provide the District Personnel Office with information regarding name, address, and telephone number; records of professional work experience; proof of requirements fulfilled to change salary classifications; and official transcripts indicating credentials and certificates.

10.2 There shall be only one personnel file for each faculty member, except that duplicate records of information immediately relevant to fulfillment of campus management responsibilities may be kept only in one file at the Office of the College President for contract faculty, and at the Office of Continuing Education for non-contract faculty. All personnel records shall be accorded complete confidentiality by limiting access to the following persons:

A. Members of District Management requiring use of such records, and who have received appropriate authorization for each such use from the appropriate College President or Dean of Continuing Education, or from the Chancellor or Vice Chancellor, Personnel/Affirmative Action, or from any person legally authorized to act on behalf of such persons during their absence from the District.

B. The faculty member; or

C. A representative having the faculty member's written authorization to examine such records. All such written authorizations shall be attached to the personnel file.

All persons examining personnel files shall sign and date a log attached to each personnel file, and, when authorization to examine such file is required by this Article, the identity of the person providing such authorization shall be indicated.

10.3 Any item to be placed in the file must be clearly identified as to its source, author, date of preparation, and its date of receipt by the District, and, by its content or by other appropriate means, shall contain an indication that the faculty member initiated placement of the document in the file, or previously received a copy of the document, or otherwise received notice that the document was to be placed in such file. The foregoing requirement for notification shall not be applicable to confidential documents as set forth in section 10.6 below.

10.4 A faculty member may place materials relevant to his/her assigned duties or professional responsibilities in his/her personnel file at the District Personnel Office.

10.5 A faculty member may inspect and reply to any item in his/her personnel file and this response shall be attached to the item. Information of a derogatory nature shall not be entered or filed unless and until the faculty member is given notice and an opportunity for review and reply. The reply shall be attached to the item.

10.6 A faculty member shall have the right to request and receive a copy of any item in his/her file, provided that nothing in this Article shall entitle a faculty member or his/her representative to have access to records defined as confidential under Federal and State statutes.

ARTICLE 11: HOURLY FACULTY

11.1 The District shall not terminate the services of non-contract faculty members for arbitrary or capricious reasons. When the services of a non-contract faculty member are terminated, the faculty member and the Federation shall receive written notice of the termination. In addition, the faculty member shall receive a written statement of the reasons for the termination.

11.2 If legislative action or a judicial determination results in the requirement that hourly-rate faculty members receive any form of pro rata compensation, seniority, or job retention rights, the parties shall promptly meet and negotiate concerning any and all portions of this Agreement that may be affected by such legislative action or judgment.

11.3 When the services of an hourly-rate faculty member are to be unavailable because of acceptance of a temporary contract assignment in any district for a period of not more than one year, the Board, upon recommendation of the appropriate College President and the Chancellor, may provide such faculty member with assurance of re-employment in a comparable hourly assignment following return from the temporary contract assignment.

ARTICLE 12: EVALUATION

12.1 The evaluation procedures of this Article are to assist in the continued maintenance and improvement of the traditional high quality of faculty performance in instructional services to students and to the District. All faculty members shall participate in the evaluation process as set forth below.

12.2 The qualities for which faculty members will be evaluated are as follows:

A. Expertise in area(s) of assignment.
B. Techniques of professional assignment.
C. Effectiveness of communication.
D. Acceptance of responsibility.
E. General effectiveness in area(s) of assignment.

12.3 Faculty evaluations, including those of regular, contract and part-time temporary hourly faculty, may be comprised of the following components:

A. Self-evaluation (at faculty member's option).
B. Student evaluation (at faculty member's option).
C. Site visitation by a manager, with advance notification to the affected faculty member of the week in which such visitation will occur, is a required part of faculty evaluation. This visitation will be by a manager (Division Director or Dean, or Vice President) designated by the college president, provided that all reasonable attempts will be made to accommodate a faculty member's objection to visitation by a particular manager. If a faculty member disagrees with the manner in which a visitation was conducted, or disagrees with the conclusions arrived at as a result of such visitation, the faculty member may select other managers or peers for an additional evaluation visitation at a mutually agreeable time.

12.4 A. Regular faculty members shall be evaluated at least once every two (2) years.

B. Contract (1st and 2nd year contracts) faculty members shall be evaluated not less than once during the academic year.

C. Temporary part-time hourly faculty members shall be evaluated at least once during the first semester of employment with the District, and at least once every fifth (5th) semester or third (3rd) year thereafter, whichever occurs first. The District will use good faith efforts (within the limitations imposed by the existing numbers of managers), to afford hourly faculty the same evaluation procedures as are afforded to contract faculty.

D. Nothing in this Article will be deemed to preclude management visitation for purposes other than evaluation.

12.5 The evaluation process set forth in this Article shall be accomplished through the use of the forms appended hereto as Appendix D.

12.6 All evaluation forms will be maintained in the faculty member's District personnel file, with a copy of the summary evaluation to be retained on the campus.

12.7 Faculty members may grieve the alleged improper application of the procedures set forth in this Article. Faculty members may not grieve the content of an evaluation unless the overall rating is unsatisfactory, or unless a second classroom visitation under 12.3 C. above produces an overall visitation record that demonstrates inconsistencies in management observation.

ARTICLE 13: SUPPORT STAFF

13.1 Department Head. Additional positions of Department Head shall be established by the District, when it has been determined that a need exists within a college department or a service area for assistance, advice, and counsel in the operation of an instructional or service area on a regular and continuing basis. Names of all Department Heads shall be submitted for Board approval. The duties of Department Heads shall be determined jointly by the immediate supervisor and the faculty of the department.

A. Department Heads will be appointed by the Board for terms of one year. Faculty members in departments for which Department Head positions have been approved by the Board may utilize any elective or other procedure deemed appropriate by a majority of such faculty members for formulation of their recommendations to the Board through the College President and the Chancellor.

B. Extra duties and responsibilities of Department Heads shall be recognized and compensated by a 10 1/4 month extended contract and 100 hours of pay per semester for duties actually performed at the appropriate established part-time hourly rate. Department Heads may not teach overload assignments, but shall continue to accrue non-contract seniority during their service as Department Heads if they held non-contract seniority immediately preceding such service.

13.2 Facilitator. Facilitator positions requiring more than 25 hours of service per semester shall be established by the District, upon recommendation of the College Presidents, when it has been determined that a need exists for special assistance, advice, and counsel in the operation of an instructional or service area. Facilitator positions requiring 25 hours of service or less per semester shall be established by the College President. Names of all Facilitators shall be submitted for Board approval. The duties of Facilitators shall be determined and assigned by the immediate supervisor.

A. Facilitators will be appointed by the Board for terms of up to one year. All Facilitator positions will be advertised on campus through the Office of Continuing Education to the faculty at least five working days prior to selection. The appropriate manager shall interview qualified applicants and make a recommendation to the College President.

B. Extra duties and responsibilities of Facilitators shall be recognized and compensated by up to 100 hours of pay per semester at the appropriate established part-time hourly rate. The College President may recommend annually an extended contract of 1/4 month for those Facilitators who are assigned 100 hours per semester.

C. Contract faculty members serving as Facilitators may have an hourly assignment in combination with the Facilitator assignment as specified in 5.4 A. Part-time faculty may not exceed a combination greater than 60% FTE. Facilitators shall continue to accrue non-contract seniority during their service as facilitators if they held non-contract seniority immediately preceding such service.

13.3 Department Heads may not teach overload assignments.

ARTICLE 14: TRANSFERS

14.1 A transfer is a change of college location of a contract faculty member within the same position classification.

14.2 Voluntary Transfer: A qualified contract faculty member who has applied for voluntary transfer, and has the concurrence of the department to which he/she wishes to transfer, may be allowed to transfer to another college with the approval of the affected Division Directors and College President, and the Chancellor or his/her designee. If more than one qualified faculty member applies for voluntary transfer to the same available position, District seniority shall be the determining factor when two or more such applicants are equally qualified in terms of credentials, major and minor fields, evaluations and experience. All contract faculty members shall be notified by district mail of initial available openings at least three (3) days before publication of any public announcement. Qualified contract faculty members who have applied for voluntary transfer to an available contract position prior to public announcement of such position shall receive first consideration for transfer to such position, but thereafter shall be considered part of the overall applicant pool.

14.3 Involuntary Transfer: If enrollment decreases, or cancellation or relocation of classes or programs require the relocation of contract faculty among the colleges, all reasonable efforts will be made to:

A. Accomplish such relocation by means of voluntary transfers as set forth in 14.2 above; or

B. Avoid such relocation by such voluntary reassignments within the college as the College President may approve.

If such relocation cannot be accomplished by voluntary transfers, District seniority of contract faculty members possessing needed qualifications within the relevant department and discipline shall prevail. A contract faculty member who has been involuntarily transferred shall have first right to be transferred to any available contract opening in his/her former department, discipline, and college for a period of 39 months following such involuntary transfer. Such right may be extended thereafter by the faculty member's filing of a yearly written notification with the District Personnel Office.

14.4 Whenever used in this Agreement, "District Seniority" shall mean a contract faculty member's continuous service, including all authorized paid and unpaid leaves of absence, since the date that such faculty member first rendered paid contract service (or accepted employment, if prior to July 1, 1947), in the District or in the Ventura Unified School District prior to the separation of such Districts. Except as otherwise required by State law, application of District seniority shall not be utilized to deprive unit members of benefits that would otherwise be enjoyed as a result of this Agreement.

ARTICLE 15: RESIGNATION

15.1 A resignation is a voluntary statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.

15.2 If a resignation of a contract assignment is submitted with a proposed effective date that falls within the academic year, the District will make all reasonable efforts to secure a suitable replacement or replacements not later than the beginning of the following academic semester. However, the effective date of such resignation shall be subject to such extension, up to the end of the academic year, as the Board may direct if the District would be unable to maintain continuity of its educational program because of its inability to obtain a suitable replacement from among a satisfactory applicant pool.

15.3 A faculty member may resign from his/her hourly assignment at any time.

15.4 All resignations at a college shall be submitted to the College President, who shall submit it to the Chancellor. Resignations shall not be transmitted by the Chancellor to the Governing Board for action sooner than 48 hours after receipt, nor later than the next scheduled Board meeting after the expiration of the 48-hour time limit.

15.5 A faculty member shall have the right to withdraw his/her resignation at any time prior to Board acceptance. Such request to withdraw the resignation must be made in writing prior to acceptance of the resignation by the Governing Board.

15.6 After Board acceptance of a resignation, a written request by the resigned faculty member to withdraw the resignation shall be considered if it is in the best interests of the District, such determination to be made by the Governing Board.

ARTICLE 16: GRIEVANCE PROCEDURE

16.1 Preface: It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made without recourse to the grievance procedure. Since these informal conferences are not intended to be part of this grievance procedure, the discussion of any matter in such informal conferences shall not be considered a waiver of the right of any party to later raise a complaint or defense in the grievance procedure if the informal conferences are unsuccessful in resolving the complaint.

16.2 A. A grievance is a written complaint alleging that there has been a refusal to apply this Agreement or a misinterpretation or misapplication of the terms of this Agreement.

B. For the purposes of this procedure, a grievant may be an individual faculty member, except the Federation may file a grievance on Article 17, Federation Rights. Any grievant shall be entitled to a Federation representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing his/her grievance without the assistance of a representative.

16.3 A grievance shall be submitted on the grievance form appended hereto as Appendix C. This form shall be provided by the District and shall be available at the District Office, the Office of the President of each college, and from the Federation.

16.4 Written notifications or decisions to be provided under this grievance procedure may be hand delivered to the appropriate person or left with a person in charge of the office of the appropriate person, or mailed by certified U.S. mail, return receipt requested. If hand delivered, the date of such delivery shall be considered the date of submission. If mailed by certified U.S. mail, the date of the postmark shall be considered as the date of submission.

16.5 During the processing of faculty member grievances, both the grievant and the District shall make a good faith effort to provide available records and documentation in support of any position taken, provided that materials contained in the personnel file of faculty members other than the grievant shall be made available only with the consent of such faculty members. The grievant shall be deemed to have given such consent by the filing of his/her grievance.

16.6 No faculty member submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect of the submitted grievance without the presence of such representative.

16.7 All reasonable efforts should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of the work assignments of the faculty. The grievant, one Federation representative, and any witness requested or agreed upon by District management, may attend such meetings with District management without loss of compensation and, if requested, substitutes will be provided at District expense.

16.8 No grievance shall be resolved without first affording the Federation an opportunity to review the grievance, all evidence presented, and its proposed resolution.

16.9 If it appears that the same grievance or substantially the same grievance has been submitted by more than one faculty member, the parties shall meet and attempt to agree upon a procedure for the handling of such grievances. If the parties agree that such grievances are sufficiently similar to create a reasonable probability that a resolution of one may produce results that should be equally applicable to all such grievances, the grievances may be consolidated for process as a single grievance, provided that any faculty member whose grievance is affected by such consolidation shall be notified of the proposed consolidation, and may, within five (5) working days after receipt of such notice, provide the District and the Federation with written notice of his/her election to have his/her grievance processed separately.

16.10 All documents and communications relating to any grievance shall not be made part of any District files, personnel or otherwise, except that the District may maintain a separate confidential grievance file in the District Personnel Office. Any information contained solely in such file shall not be utilized in any evaluation or in providing any employment reference or recommendation.

16.11 No discrimination of any kind shall be taken against any participant in the grievance procedure by reason of such participation. Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and the grievance is terminated.

16.12 Grievance Procedure

A grievance must be submitted within 15 working days after the grievant first knew, or by reasonable diligence should have first known, of the condition(s) upon which the grievance is based, provided that the time limit shall be extended by 5 working days if an informal conference is held.

STEP I: IMMEDIATE SUPERVISOR

If the informal conferences fail to resolve satisfactorily a complaint, the aggrieved faculty member may submit the grievance in writing to his/her appropriate immediate supervisor and appropriate dean. The immediate supervisor and/or dean shall render a written decision upon the grievance to the grievant and the Federation within ten (10) working days after its submission.

STEP II: COLLEGE PRESIDENT

If the grievant is not satisfied with the written decision in Step I, he/she may appeal the decision within five (5) working days after the receipt of the written decision in Step I to the College President and/or Dean under whose jurisdiction the grievance occurred. The College President shall render a written decision to the grievant and the Federation within ten (10) working days after submission of the appeal.

STEP III: CHANCELLOR

If the grievant is not satisfied with the written decision in Step II, he/she may appeal the decision within five (5) working days after the receipt of the written decision in Step II to the Chancellor or designee. The Chancellor or designee shall, upon request, meet promptly with the grievant to discuss the grievance. The Chancellor or designee shall render a written decision to the grievant and the Federation within ten (10) working days after the submission of the appeal.

STEP IV: MEDIATION

If the grievant is not satisfied with the written decision in Step III, the Federation may appeal the grievance on his/her behalf to Step V, or, at the written request of either the grievant, the Federation or the District within five (5) working days after the grievant's receipt of the written reply in Step III, the grievance shall first be submitted to a conciliator of the California State Mediation and Conciliation Service for mediation and recommendations.

STEP V: ARBITRATION

A. If the grievant is not satisfied with the written decision in Step III (or the recommendation in Step IV, if applicable), within ten (10) working days after receipt of the written decision in Step III (or the recommendation in Step IV, if applicable), the Federation may notify the Chancellor or his/her designee in writing of its request to have the grievance submitted to binding arbitration.

B. The Federation and the District shall attempt to agree upon an arbitrator, and if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of seven (7) names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such list by lot, and alternately strike names from such list until a single name remains.

C. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Federation. All other expenses, including fees for witnesses, or the costs of substitutes for witnesses, shall be borne by the party incurring them.

D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the arbitrability of the issue.

E. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

F. The District and the Federation may agree to any mutually acceptable procedure for expedited arbitration.

ARTICLE 17: FEDERATION RIGHTS AND ACTIVITIES

17.1 Members of the Federation may submit to the Payroll Office, on forms supplied by the Federation and approved by the District, requests for payroll deductions of Federation dues and for such other deductions as may have been approved by the District.

17.2 Funds deducted for Federation dues pursuant to this Article will be remitted to the Federation within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

17.3 The District will provide the Federation with a statement, accompanying the remittance, indicating the amount of dues deducted during the preceding pay period and the amount to be remitted to the Federation.

17.4 The Federation shall have the right of access to areas in which employees work, the right to use institutional bulletin boards, mailboxes, District mail services, and institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations. Arrangements for use of District facilities shall be made in accordance with established District procedures.

17.5 The Federation shall be entitled to an ex-officio representative at all Board meetings.

17.6 The District shall furnish the Federation with an up-to-date listing of all faculty as of the October and March payroll periods, and shall furnish the Federation with all election lists and all available lists of addresses of full-time and part-time faculty.

17.7 Sufficient copies of this Agreement shall be printed by the District to assure the availability of a copy to each existing faculty member, and to each new faculty member offered employment during the term of this Agreement.

17.8 Designated representatives of the Federation and designated representatives of the Board shall meet monthly on a mutually agreed upon date, time, and place to review administration of the Agreement. The provision of such meetings shall not be deemed a part of the grievance procedure or any form of negotiations, provided that such meetings may be utilized to afford Federation representatives appropriate rights to consultation under relevant provisions of the California Government Code.

17.9 The District shall provide the Federation with a current Board Policy Manual, and shall provide the Federation with a copy of all approved changes and amendments for inclusion in such manual.

17.10 If, during the term of this Agreement, any proposals are made to the Board for changes in Board policies 4.08a, 4.12, 4.13 or 5.01(a), such proposals shall be transmitted to the Federation not less than fifteen (15) days prior to any proposed Governing Board action, and, upon request, District representatives shall meet and negotiate with Federation representatives.

17.11 In addition to other information to be provided under this Article, District management shall make reasonable efforts to provide authorized Federation representatives with access to all documents of public record that would assist the Federation in carrying forth its duties of representation and administration of this Agreement.

17.12 The District shall not implement any recommendation of any advisory committee in any manner that is inconsistent with the terms of this Agreement.

17.13 The Federation shall be entitled to .2 FTE released time per semester for the Federation grievance chairperson.

ARTICLE 18: EFFECT OF AGREEMENT

18.1 The District shall not discriminate against faculty members because of their membership in the Federation or because of their exercise of other rights as provided in this Agreement.

18.2 The wages, hours, and other terms and conditions of employment expressed or implied in any individual contract of employment between the District and a faculty member shall be subject to the terms of this Agreement.

18.3 The Agreement shall be deemed to supersede any and all policies, rules, and regulations that are contrary to or inconsistent with its terms.

18.4 No faculty member covered by this Agreement shall suffer a reduction in preexisting salary or health and welfare fringe benefits because of the signing of this Agreement.

18.5 The District and its representatives shall take no action in violation of or inconsistent with any provision of this Agreement.

18.6 Should any Article, Section or Clause of this Agreement be declared illegal by the final judgment of a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or Clause. In addition, upon the request of either party, the District and the Federation shall promptly meet and negotiate in an attempt to agree upon appropriate amendments to the Agreement with respect to any such matter declared to be illegal.

18.7 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

18.8 It is agreed and understood that there will be no strike, work stoppage, slow-down, or picketing (except lawful informational picketing), or refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted activities intended to interfere with the operations of the District by the Federation or by its officers or agents during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, (or other concerted activities intended to interfere with the operations of the District) by faculty members, who are represented by the Federation, the Federation agrees in good faith to take all necessary steps to urge those employees to cease such action, even if such action was without the concern or sanction of the Federation. Nothing contained in this section shall be construed to give any right of concerted action or to waive any legal rights otherwise available to either of the parties.

ARTICLE 19: DISTRICT RIGHTS

Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the kinds and number of personnel required; maintain the efficiency of District operations; determine the curricula; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

ARTICLE 20: TERM

20.1 Except as otherwise provided in this Agreement, the term of this Agreement shall be from April 12, 1983, until June 30, 1986.

20.2 In the event that either party hereto desires to open the provisions of Sections 3.1B, 3.4B, 4.5 or 4.13, and, by mutual agreement of both parties, additional sections of this Agreement, such party shall serve upon the other, during the period from June 1 through July 15 of each year, its full proposal for amendment of such Sections. If such proposals are served, negotiations will begin not later than September 15 of each year.

20.3 In the event that either party desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from December 15, 1985 to January 15, 1986, its written request to commence negotiations as well as its proposals for any modifications or alterations of this Agreement that it proposes to include in such successor Agreement. Any Article or Section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, 1986.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as a mutual recommendation to the Governing Board this 12th day of April, 1983.

For Ventura County Community
College District

Barbara A. Derryberry
George E. Lemming
Roger Boelcke

For the Ventura County
Federation of College
Teachers, AFT Local 1828,
AFL-CIO

David A. Breslin
Taylor Klose
Ruth A. Hunt

On the 12th day of April, 1983, the Governing Board of the Ventura County Community College District voted, by the following votes, to approve the above Agreement in its entirety:

Kampf Yes
Bender Yes
Oren Absent
Ely Yes
Elizondo Yes

ATTEST:

A. Fernandez
Alfred Fernandez, Ph.D.
Secretary to the Governing Board

APPENDIX A

NEGOTIATING PROCEDURES

The agreements and conditions set forth herein shall govern negotiations between the District and the Federation for the initial negotiated Agreement between such parties, and, to the extent that such Agreement is in effect during negotiations for any successor agreement, shall govern such negotiations up to and including the end of the term of the initial negotiated Agreement between the parties.

1. A chief negotiator shall be appointed by each party and shall be the principal spokesperson for such party at all times. Both parties shall be free to select their own chief negotiators.

2. Each party agrees to limit its negotiating committee to a maximum of nine persons. However, either team may make use of not more than two resource persons at any given time with specific information about some item or items being negotiated and such persons may be present to provide such information but at no other time(s).

3. The time, place and duration of negotiating sessions shall be determined by the respective chief negotiators or their designee. Counterproposals shall be in writing and, subject to the provisions of Government Code Section 3547, shall be presented as expeditiously as possible.

4. The parties shall meet not less than two negotiating sessions every two weeks and an average of not less than eight working hours per week. A negotiating session can only be terminated by mutual consent or for good cause, such as a major emergency.

5. Each negotiating committee shall be responsible for notification of its members regarding the time, date, and place of all meetings.

6. At the conclusion of each negotiating session, the parties shall attempt to arrive at an agenda of matters to be discussed at the succeeding negotiating session, provided that additional items may be discussed at any negotiating session with the mutual consent of both parties.

7. Either chief negotiator may call a caucus at any time.

8. It is agreed that no recording devices or stenographic reporters will be utilized for the keeping of records or notes of any negotiating session.

9. No scheduled negotiating session will be cancelled except by mutual consent or for good cause, such as a major emergency, and in the event of cancellation, both chief negotiators shall be responsible for notification of their respective committees.

10. No observers shall be allowed to be present at any negotiating session.

11. Any section or article of a proposed agreement which is tentatively agreed to by the parties shall be initialed by the chief negotiators at the beginning of the next scheduled negotiating session, and thereafter can only be reopened upon the mutual consent of both parties. No tentative agreement shall become effective until the entire contract has been ratified by both parties.

12. In the event that an agreement cannot be reached on any or all of the items being negotiated, impasse may be declared by either party but only after a good faith effort to resolve all differences has been made. Impasse procedures to be utilized shall be those established by the PERB.

13. Use of facilities, equipment and supplies; The Federation negotiating committee may, during weeks in which negotiations are scheduled, make reasonable use of District typewriters, duplicating machines and supplies for the purpose of preparing proposals and counterproposals for presentation at the negotiating table, when such equipment and supplies are not otherwise required for District business.

Check one:
Certificated
Contract ☐
Hourly ☐
Classified ☐

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

EMPLOYEE ABSENTEE REPORT

Employee: ____________
Please print

College: ____________

I certify that leave taken on ________________________________
(Specify Dates)

totaling ____________ days, or ____________ hours, was due to

1. Personal Illness (Sick Leave) ( )
2. Personal Business (Leave W/O pay) ( )
3. Earned Vacation
   (12 mo. Certificated & Classified Only) ( )
   • (11 mo. Certificated Management) ( )
4. Industrial Accident or Industrial Illness (Medical Release Required) ( )
5. Bereavement Leave ( )
6. Personal Necessity (3 days or 50% is exempt from specific details) ( )
7. Compassionate Leave ( )
8. Subpoena Leave (attach copy of Summons) ( )
9. Maternity Leave ( )
10. Floating Holiday ( )

If 5, 6, or 7 above is checked, please give specific details: ________________________________

____

____

Name and Address of attending physician, if any: ________________________________

____

____________ Signature of Immediate Supervisor ____________ Date ____________ Signature of Employee ____________ Date

CERTIFICATION

(By Administrator, President, or designated representative)

TO: Payroll, Business Services

The above report has been reviewed and is chargeable as follows:

1. Personal Illness (Sick Leave) ( )
2. Personal Business (Leave W/O Pay) ( )
3. Earned Vacation ( )
4. Industrial Accident Leave ( )
5. Bereavement Leave ( )
6. Personal Necessity chargeable to sick leave (Max. 6 days per year) ( )
7. Compassionate Leave (Max. 3 days per year) ( )
8. Subpoena Leave (Fees, exclusive of mileage, paid by court shall be paid to district.) ( )
9. Maternity Leave ( )
10. Floating Holiday ( )

____________ Date ____________ Signature

For Accounting Dept. use only

Payroll Deduction $ ____________ for ____________ days/hours at ____________ per day/hour.

Leave Balance ____________ Sick Leave

____________ Vacation

____________ Date ____________ Payroll

APPENDIX B

Form 9-10M 9/82

Grievance #______

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
71 Day Road
Ventura, California 93003

GRIEVANCE FORM
VCCCD - AFT

APPENDIX C

College ______________

Date ______________

Faculty Member's Name ______________________________

Area of Assignment ______________________________

Represented by: ______________________ Title ______________

Immediate Supervisor ______________________ Title ______________

Statement of Grievance:

Specific Section of Agreement In Contention:

Requested Remedy:

Faculty Member's Signature ______________________ Date __________

Supervisor's Response:

Supervisor's Signature ______________________ Date __________

Step I ______________________ Disposition ______________
Step II ______________________ Disposition ______________
Step III ______________________ Disposition ______________
Step IV ______________________ Disposition ______________
Step V ______________________ Disposition ______________

(Five Part Form)

APPENDIX D

FACULTY EVALUATION PROCEDURES AND FORMS

1. Before November 1 of each academic year all employees to be evaluated during that academic year will be identified and advised of the procedures to be followed in effecting the evaluation process. Normally this will involve a meeting prior to the evaluation with an appropriate administrator or immediate supervisor concerning the details and procedures of the evaluation system.

2. The evaluation procedure at Moorpark College, Oxnard College, Ventura College and the District Office will consist of the use of FORM A - Faculty Evaluation Techniques, FORM B - Faculty Self-Evaluation Report (optional), FORMS C and C1 - Faculty Evaluation Report and Report of Site or Classroom Visit, FORM D - Summary Evaluation Report, and the Student Evaluation Forms E1, E2, E3, or E4 (optional).

3. Form C is the basic document for recording evaluation information. It is to be completed by every person involved in the evaluation. On-site visitation by a manager or a peer will result in the completion of Form C1.

4. If during the evaluation process certain problem areas are identified, it may be desirable to expand the scope of the evaluation. In that event, an additional evaluator may be selected by the faculty member being evaluated.

5. All of the forms completed by the evaluatee and the evaluators will be forwarded to the College President for review. The College President will then prepare a Summary Form D. All evaluation forms will be maintained in the faculty member's District personnel file with a copy of the Form D - Summary Evaluation Report to be retained on campus.

6. Action necessary as a follow-up of the evaluation will be summarized in Form D. It is the responsibility of the College President or his/her designee working with the evaluatee to implement the agreed upon plans for professional improvement.

FACULTY EVALUATION TECHNIQUES

District ____
MC ____
OC ____
VC ____

NAME ______________________ Date ______________

Temporary ____
Contract 1 ____
Contract 2 ____
Regular ____
Hourly ____

ASSIGNMENT ______________________

This form is part of your evaluation process. You are required to have one on-the-job site visitation by a manager. You may also select any or none of the following additional evaluation techniques:

____ a. Students' evaluation - use a Student Evaluation Form - (Form E1, E2, E3 or E4)

____ b. Self-evaluation - complete Form B - Faculty Self-Evaluation Report

____ c. Neither a nor b.

Sign below and return to your immediate supervisor.

This is to certify that the above indicates my selection of optional evaluation techniques.

Faculty Member's Signature ______________________ Date ______________

FORM A
Rev. 4/2/80

FACULTY SELF-EVALUATION REPORT
(OPTIONAL)

District ____
MC ____
OC ____
VC ____

NAME ______________________ Date ______________

ASSIGNMENT ______________________

STATUS: Temporary ____
Contract 1 ____
Contract 2 ____
Regular ____
Hourly ____

This form is your self-evaluation report which records your own assessment of your performance.

The primary purpose of evaluation is the improvement of professional performance resulting in increased service for students.

The following items should be considered in the evaluation process. Positive comments should be noted as applicable. Any comment which indicates either need for improvement or unsatisfactory performance must be specific in describing the deficiency noted. Extra sheets may be added if needed. This form should be completed and forwarded to the college president for review and recommendations.

*Areas to be evaluated:

1. A. Expertise in Area(s) of Assignment(s): ______________________

   B. Techniques of Professional Assignment(s): ______________________

   C. Acceptance of Responsibility: ______________________

   D. Effectiveness of Communication: ______________________

   E. General Effectiveness in Areas of Assignment(s): ______________________

1 of 2

*If more space is needed, use the reverse side of this page or attach additional pages.

Faculty Self-Evaluation Report

2. What are the reactions of students and/or others to your instruction or services? Indicate how you gained this information.

3. What are your plans for professional improvement during the next two years?

4. What can be done to help you improve your services?

Faculty Member's Signature ______________________ Date ____________

I have reviewed this faculty member's self-evaluation.

______________________ Signature of Evaluator/Supervisor ____________ Date

______________________ Signature of President ____________ Date

---

FACULTY EVALUATION REPORT

District ____
MC ____
OC ____
VC ____

This form is an evaluation report which records assessments of the performance of

NAME ______________________ Date ____________

ASSIGNMENT ______________________ STATUS: Temporary ____
Contract 1 ____
Contract 2 ____
Regular ____
Hourly ____

The primary purpose of evaluation is the improvement of professional performance resulting in increased service for students.

The following items should be considered in the evaluation process. Positive comments should be noted as applicable. Any comment which indicates either need for improvement or unsatisfactory performance must be specific in describing the deficiency noted. Extra sheets may be added if needed. This form should be completed and forwarded to the college president for review and recommendations.

Areas to be evaluated:

1. A. Expertise in Area(s) of Assignment(s): ______________________
   B. Techniques of Professional Assignment(s): ______________________
   C. Acceptance of Responsibility: ______________________
   D. Effectiveness of Communication: ______________________
   E. General Effectiveness in Areas of Assignment(s): ______________________

2. What are the reactions of students and/or others to his/her instruction or services? Indicate how you gained this information.

3. What can be done to help improve his/her services?

If you have completed a FORM C1 - Report of Site or Classroom Visit, you must attach it to this form. This form and the FORM C1 (if attached) must be signed by you and the faculty member being evaluated.

Signature of Evaluator ______________________ Date __________

Faculty Member's Signature ______________________ Date __________

Before signing this Form and the attached FORM C1, the faculty member must be given the opportunity to read them and to respond on the Form(s).

FORM C
Rev. 4/2/80

REPORT OF SITE OR CLASSROOM VISIT

Instructor ______________________ Class ______________ Date __________

Students Present __________ Hour __________ Room __________

A. NATURE OF WORK IN PROGRESS

Lecture ____________ Question and Answer __________ Discussion __________

Laboratory ____________ Demonstration ____________ Other ____________

B. PHYSICAL CONDITION OF THE SITE OR CLASSROOM

Room arrangements (seating, equipment, etc.):

Heating, Light, Ventilation Adequate for Teaching Situation or Work Situation:

Physical Needs:

C. DESCRIPTION OF CLASS OR PROGRAM ACTIVITY INCLUDING SUBJECT MATTER:

D. ORGANIZATION

Content consistant with course or program objectives and outline:

Evidence of adequate planning and preparation:

Effective use of teaching aids or other appropriate audio-visual, demonstration equipment, etc.):

Appropriateness of methods to purpose:

E. PRESENTATION

Clarity of explanation:

Voice and delivery:

Freedom from mannerisms:

F. FACULTY/STUDENT RAPPORT

Student reaction: interested __________ passive __________ bored __________

Student comprehension: good __________ mixed __________ poor __________

Student participation: active __________ some __________ none __________

G. COMMENTS

I have read this report:

Reported by	Title	Date	Faculty Member	Date

FORM C1
Rev. 4/2/80

This form must be attached to a FORM C - Faculty Evaluation Report

SUMMARY EVALUATION REPORT

District ____
MC ____
OC ____
VC ____

NAME ____________ Date ____________ Temporary ____
Contract 1 ____
Contract 2 ____
Regular ____
Hourly ____

Recommendation of the President to the Superintendent:

I have reviewed the evaluation report(s) and other data as appropriate involving this faculty member's professional service. My evaluation and recommendation are as follows:

A. Evaluation:

Satisfactory or Better ____ Needs Improvement ____ Unsatisfactory ____

Comment: ____________

____

B. Recommendation:

(1) Enter into a second year contract: ____________

(2) Do Not enter into a second year contract: ____________

(3) Employ as a regular certificated employee: ____________

(4) Continue as a regular certificated employee: ____________

(5) Do not employ as a regular certificated employee: ____________

(6) Continue as hourly employee: ____________

(7) Other ____________

Signature of President: ____________ Date ____________

Faculty Member's Response (to be completed by the person evaluated)

I have seen this report:

A ____ I have no comment to make.

B ____ I wish to make the following statement (if necessary, use the reverse side of this page or attach additional pages):

Signature of Faculty Member ____________ Date ____________

FORM D
Rev. 4/2/80

Name of Instructor ____________

Name of Course ____________

STUDENT REACTION STUDY

NOTICE TO STUDENTS: This is a secret ballot. You are expected to express your judgement frankly. Please be helpful by being honest! (Check appropriate spaces)

	Too Much	Not Enough	Enough to be Satisfactory	So as to be Excellent
1. Does he/she adhere closely to the subject matter?				
2. How much current material does he/she present?				
3. Does he/she use illustrations and examples to clarify his lecture?				
4. What proportion of the student's time do his/her assignments require?				
5. Does he/she encourage students to ask questions?				
6. Does he/she welcome class discussion and allow students to voice their opinions?				
7. Does he/she encourage individual thinking by having students find things out for themselves?				
8. Do his/her examinations cover the essentials of course content?				
9. Are his test questions clear?				
10. How much of the material which he/she expects students to know on tests has been covered in lectures or reading assignments?				
11. Does he/she return papers promptly?				
12. Does he/she review returned test questions in class?				
13. Is his/her presentation of the subject well organized?				
14. Does he/she appear to know his subject?				
15. Is he/she interested in the subject?				
16. Is his/her voice clear and understandable?				

	Yes	No
17. Does his/her teaching inspire you with a desire to work hard?		
18. Is he/she impartial in his treatment of students?		
19. Would you advise another student to schedule this instructor in this course?		

20. Of all the instructors you have had where would you place this one?

( ) Upper Third
( ) Middle Third
( ) Lower Third

OTHER COMMENTS ARE: ____________

____

____

____

Form E-1

CALIFORNIA JUNIOR COLLEGE ASSOCIATION
Student Rating of Instructors
(Adapted from Riley, *The Student Looks at His Teacher*)

Here is a list of ten qualities important to good teaching. Read each item carefully and decide how you would rate this instructor on that quality. If you have difficulty reaching a decision, select the answer that comes closest to your judgment about the instructor. Rate all items.

Place an "X" on *one* of the lines under each of the ten categories:

1. ORGANIZATION OF SUBJECT MATTER
Systematic and thorough . . . . ____
Adequate (could be better) . . . . ____
Inadequate (detracts from course) . . . . ____
Confused and unsystematic . . . . ____

2. TEACHING METHODS
Well planned and adapted to subject and students . . . . . . ____
Some variety of method . . . . ____
Same techniques used continuously . . . . ____
No evidence of planned methods . . . . ____

3. CONCERN FOR STUDENT PROGRESS
Always eager to help . . . . ____
Moderately helpful . . . . ____
Avoids individual conferences . . . . ____
Cold, unconcerned with students . . . . ____

4. KNOWLEDGE OF SUBJECT
Exceptionally well informed . . . . ____
Adequately informed . . . . ____
Not well informed . . . . ____
Very inadequately informed . . . . ____

5. QUALITY OF EXAMINATIONS
Excellent . . . . ____
Satisfactory . . . . ____
Sometimes unfair . . . . ____
Mostly careless and unfair . . . . ____

6. ABILITY TO EXPLAIN
Explanations clear and to point . . . . ____
Explanations usually adequate . . . . ____
Explanations often inadequate . . . . ____
Explanations seldom given, or usually inadequate . . . . . . ____

7. ENCOURAGEMENT OF THINKING
Continually makes you think for yourself . . . . ____
Stimulates considerable thinking . . . . ____
Not much thinking required . . . . ____
Discourages original thinking . . . . ____

8. SPEAKING ABILITY
Excellent . . . . ____
Good (does not detract from courses) . . . . ____
Fair (detracts from courses) . . . . ____
Poor (seriously handicaps learning) . . . . ____

9. ATTITUDE TOWARD SUBJECT
Enthusiastic (enjoys teaching) . . . . ____
Sometimes interested . . . . ____
Bored (routine interest) . . . . ____
Not interested (tired of subject) . . . . ____

10. GENERAL RATING
Compared to all instructors you have had how do you rate this instructor?
Excellent . . . . ____
Good . . . . ____
Fair . . . . ____
Poor . . . . ____

COMMENTS

____
____
____
____
____

Total checks in: Column 1 ____ x 4 = ______
Column 2 ____ x 3 = ______
Column 3 ____ x 2 = ______
Column 4 ____ x 1 = ______

TOTAL WEIGHTED SCORE. . . . ______

Name of Instructor______________________________

Name of Course________________________________

Form E-2

STUDENT'S ANONYMOUS QUESTIONNAIRE

DATE: ________ COURSE NO.: ________ CLASS TIME: ______

SECTION 1

Directions: Please rate your instructor on each item below. Circle the number that best describes the class being rated. The highest rating is 10 and the lowest is 0. Three descriptions for each item are included to help you in your rating; the left one is for the best rating, the right one for the poorest and the middle for an average rating.

1. ORGANIZATION OF COURSE

10 9 8 7	6 5 4 3	2 1 0
Course exceptionally well organized; subject matter in agreement with course objectives.	Course satisfactorily organized; subject matter fairly well suited to objectives.	Organization very poor; subject matter frequently unrelated to objectives.

2. OBJECTIVES CLARIFIED BY INSTRUCTOR

10 9 8 7	6 5 4 3	2 1 0
Objectives clearly defined.	Objectives somewhat vague or indefinite.	Objectives very vague or given no attention.

3. KNOWLEDGE OF SUBJECT

10 9 8 7	6 5 4 3	2 1 0
Knowledge of subject broad, accurate, up-to-date.	Knowledge of subject somewhat limited and at times not up-to-date.	Knowledge of subject seriously deficient and frequently inaccurate and out-of-date.

4. VARIETY IN CLASSROOM TECHNIQUES

10 9 8 7	6 5 4 3	2 1 0
Effective and varied use of classroom methods and techniques: lecture, discussion demonstration, visual aids.	Occasionally changes method from straight lecture or discussion.	Uses one method almost exclusively; all class hours seem alike.

5. WILLINGNESS TO HELP

10 9 8 7	6 5 4 3	2 1 0
Instructor exceptionally friendly, usually willing to help students even if busy.	Instructor moderately friendly; usually willing to help students.	Instructor aloof or sarcastic and pre-occupied; unwilling to help students.

6. FAIRNESS IN GRADING

10 9 8 7	6 5 4 3	2 1 0
Fair and impartial; grades based on several evidences of achievement.	Partial at times; grades based on a few evidences of achievement.	Frequently shows partiality; grades based on very limited evidences of achievement.

7. ABILITY TO AROUSE INTEREST

10 9 8 7	6 5 4 3	2 1 0
Interest among students usually runs high.	Students seem only mildly interested.	Majority of students inattentive most of the time.

8. SENSE OF HUMOR

10 9 8 7	6 5 4 3	2 1 0
Enjoys a good joke (even when it is on himself); yet knows when to be serious.	Unpredictable; sometimes pleasant and happy; at other times downcast.	Poor sport; never sees the humorous side of any situation.

9. SPEECH AND ENUNCIATION

10 9 8 7	6 5 4 3	2 1 0
Speaks clearly and distinctly.	Words sometimes indistinct and hard to hear.	Words very indistinct; often impossible to hear.

10. APPLICATION TO CAREER

10 9 8 7	6 5 4 3	2 1 0
Course seems to apply directly to my career goals.	Course slightly related to my career goals.	Course does not seem at all related to my career goals.

11. GENERAL ESTIMATE OF TEACHER

10 9 8 7	6 5 4 3	2 1 0
Very superior teacher.	Average teacher.	Very poor teacher.

12. GENERAL ESTIMATE OF THE COURSE

10 9 8 7	6 5 4 3	2 1 0
One of the most interesting, informative, useful, personally helpful courses. Would recommend to a friend.	About average in interest; usefulness, etc.	One of the least interesting, informative, useful, personally helpful courses. Would not recommend to a friend.

Form E-3

SECTION II

Please answer the following questions. If more room is necessary, please continue your answers in the section under General Remarks.

a. What do you think have been the strong points of this course?

b. What did you consider the weak points in the course?

c. How could the course be improved by either additions, deletions, or revision to better meet your needs?

d. How well did this course as taught meet your needs?

e. What additional courses would you like to have offered? Please indicate day or evening times for the courses.

f. General Remarks

Student Evaluation Form

Name of Instructor________________________ Course Number______

INSTRUCTIONS: Place a (✓) in the appropriate box in the right hand margin, indicating the answer which best corresponds to your estimate of the course and the instructor. DO NOT GIVE YOUR NAME.

STUDENT OPINION

1. **Knowledge of Subject**
   With regard to knowledge of the subject, I would say the instructor:
   - a. Knows it extremely well ( )
   - b. Knows it well ( )
   - c. Knows it moderately ( )
   - d. Does not know it well ( )
   - e. Knows it poorly ( )
2. **Sense of Humor**
   I believe the instructor:
   - a. Has a good sense of humor ( )
   - b. Is sometimes humorous ( )
   - c. NOT APPLICABLE ( )
   - d. Tries too hard to be humorous ( )
   - e. Is far too serious ( )
3. **Presentation**
   I would say, in relation to my other courses, this course was:
   - a. Very well presented ( )
   - b. Well presented ( )
   - c. About average ( )
   - d. Poorly presented ( )
   - e. Very poorly presented ( )
4. **Student-Instructor Relationship**
   I believe that during the class period:
   - a. A very cordial and cooperative feeling prevails ( )
   - b. A somewhat cooperative feeling prevails ( )
   - c. Neither good will nore antagonism prevails ( )
   - d. The instructor is indifferent to the students ( )
   - e. The instructor tends to antagonize the students ( )
5. **Self-Confidence**
   I believe the instructor is:
   - a. Self-assured ( )
   - b. Usually self-assured ( )
   - c. About average in self-assurance ( )
   - d. Usually uncertain ( )
   - e. Dogmatic about being right, even when wrong ( )

6. **Attitude Toward Students**
I believe the instructor, in dealing with students, is:

- a. Always considerate and courteous ( )
- b. Usually considerate and courteous ( )
- c. Sometimes considerate and sometimes inconsiderate ( )
- d. Usually inconsiderate and discourteous ( )
- e. Always inconsiderate and discourteous ( )

7. **Interest in Students**
I believe the instructor, in dealing with students, shows:

- a. Great interest in students' problems ( )
- b. Some interest in students' problems ( )
- c. Average interest in students' problems ( )
- d. Little interest in students' problems ( )
- e. No interest in students' problems ( )

8. **Answering Questions**
I believe when questions are asked in class, the instructor:

- a. Answers them fully and directly ( )
- b. Answers them reasonably well ( )
- c. Answers them partially ( )
- d. Does not answer them adequately ( )
- e. Ignores or evades the questions ( )

9. **Explanations**
I find the instructor in explanation of difficult material is:

- a. Always clear ( )
- b. Usually clear ( )
- c. Sometimes clear ( )
- d. Rarely clear ( )
- e. Always unclear ( )

10. **Attitude Toward Differences**
I believe the instructor:

- a. Recognizes and allows differences ( )
- b. Is usually tolerant ( )
- c. NOT APPLICABLE ( )
- d. Rarely allows differences of opinion ( )
- e. Only his/her views are allowed ( )

11. **Assignments**
I would say the instructor in making assignments is:

- a. Always definite ( )
- b. Usually definite ( )
- c. Sometimes definite ( )
- d. Usually indefinite ( )
- e. Always indefinite ( )

12. **Examinations**
I believe that examinations in this class should be given:

- a. As frequently as they are ( )
- b. Slightly more or less (circle one) frequently ( )
- c. NOT APPLICABLE ( )
- d. Much less frequently ( )
- e. Much more frequently ( )

13. **Examination Questions**
I think that the questions on the exams were:

- a. Very clear ( )
- b. Clear ( )
- c. No exams given—question not applicable ( )
- d. Ambiguous ( )
- e. Unclear ( )

14. **Fairness of Examinations**
I think the exams were:

- a. Very fair ( )
- b. Fair ( )
- c. No exams given—question not applicable ( )
- d. Sometimes not fair ( )
- e. Very unfair ( )

15. **Fairness in Grading**
I think the instructor:

- a. Is always fair and impartial to all ( )
- b. Is usually fair ( )
- c. No grading done yet—question not applicable ( )
- d. Occasionally shows favoritism ( )
- e. Constantly shows favoritism ( )

COURSE APPRAISAL

16. **Course**
I would say, in relation to my other courses, this was:

- a. About the same difficulty ( )
- b. Slightly more difficult or easy (circle one) ( )
- c. Not applicable—I have had no other comparable courses ( )
- d. Much harder than my other courses ( )
- e. Much easier than my other courses ( )

17. **Homework**
I would say, in relation to my other courses, this course required:

- a. About the same preparation ( )
- b. Slightly more or less (circle one) preparation ( )
- c. Not applicable—I have had no other comparable courses ( )
- d. Much more preparation ( )
- e. Much less preparation ( )

18. **Enjoyment**
I would say that this course, in relation to my other courses, was:

- a. Very enjoyable ( )
- b. Enjoyable ( )
- c. Average (or not applicable) ( )
- d. Less enjoyable ( )
- e. Much less enjoyable ( )

METHODS OF INSTRUCTION

19. **Library**
The instructor:

- a. Has the students make good use of library resources in applicable areas ( )
- b. Has the students make a little use of library resources in applicable areas ( )
- c. Not applicable—due to course content ( )
- d. Forces the students to use the library even through it is not applicable and the resources recommended are not present ( )
- e. Doesn't assign library work, even though it seems to be very important in this course ( )

20. **Knowledge of Student Learning During Each Lesson**
I believe the instructor built into lessons ways to determine the extent of learning by each student:

- a. In every lesson ( )
- b. In some lessons ( )
- c. Not applicable—due to course content ( )
- d. Seldom ( )
- e. In no lessons ( )

21. **Variety of Teaching Methods**
I believe the instructor used:

- a. A variety of carefully selected teaching methods ( )
- b. Several different teaching methods ( )
- c. Not applicable—due to course content ( )
- d. One or two methods, when other methods should have been used also ( )
- e. Only one method, when other methods should have been used also ( )

22. **Use of Audio-Visual Devices**
I believe that this instructor made:

- a. Very good use of audio-visual aids ( )
- b. Some use of audio-visual aids ( )
- c. Not applicable—due to course content ( )
- d. Little use of audio-visual aids, even though the course seemed to require them ( )
- e. No use of audio-visual aids, even though the course seemed to require them ( )

GENERAL COMMENTS

(Please include recommendations to improve course, materials or text. If additional space is needed, please use back.)

APPENDIX E
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
INSTRUCTIONAL CALENDAR 1983-84

BOARD APPROVED 3/22/83
Revised 3/29/83

First Week	Second Week	Third Week	Fourth Week
M T W Th F	M T W Th F	M T W Th F	M T W Th F

SUMMER 1983

June 13 14 15 16 17	20 21 22 23 24	July 27 28 29 30 1	4 5 6 7 8
11 12 13 14 15	18 19 20 21 22	25 26 27 28 29	August 1 2 3 4 5
8 9 10 11 12	15 16 17 18 19	22 23 24 25 26	Sept. 29 30 31 1 2

ACADEMIC YEAR 1983 - 84

				Total Days	Teaching Days	
Sept. 5 6 7 8 9	12 13 14 15 16	19 20 21 22 23	26 27 28 29 30	20	19	
Oct. 3 4 5 6 7	10 11 12 13 14	17 18 19 20 21	24 25 26 27 28	20	20	
Nov. 31 1 2 3 4	7 8 9 10 11	14 15 16 17 18	21 22 23 24 25	20	17	
Dec. 28 29 30 1 2	5 6 7 8 9	12 13 14 15 16	19 20 21 22 23	20	15	
26 27 28 29 30	Jan. 2 3 4 5 6	9 10 11 12 13	16 17 18 19 20	20	14	
23 24 25 26 27	Feb. 30 31 1 2 3	6 7 8 9 10	13 14 15 16 17	20	4 14	89 87
20 21 22 23 24	March 27 28 29 1 2	5 6 7 8 9	12 13 14 15 16	20	19	
19 20 21 22 23	26 27 28 29 30	April 2 3 4 5 6	9 10 11 12 13	20	20	
16 17 18 19 20	23 24 25 26 27	May 30 1 2 3 4	7 8 9 10 11	20	15	
14 15 16 17 18	21 22 23 24 25	June 28 29 30 31 1	4 5 6 7 8	20	19	
			TOTALS	200	176	

SUMMER 1984

June 11 12 13 14 15	18 19 20 32 22	25 26 27 28 29	July 2 3 4 5 6
9 10 11 12 13	16 17 18 19 20	23 24 25 26 27	August 30 31 1 2 3
6 7 8 9 10	13 14 15 16 17	20 21 22 23 24	27 28 29 30 31

☐ (Boxed Days) Classes not in session
___ (Underscored) Final exam dates
⬚ (Dotted box) Contractual days (no instruction)
○ (Circled Days):
September 6 - Fall Semester begins
January 30 — Spring Semester begins
Sept. 19 — Fall Late Registration ends
Feb. 10 — Spring Late Registration ends

Jan. 26 - Fall Semester ends
June 8 — Spring Semester ends
June 7 & 8 - Graduation

Fall Semester Teaching Days - 89
Spring Semester " " - 87
Instructor Contractual Dates:
Fall Semester - 9/6/83 - 1/26/84
Spring Semester - 1/27/34 - 6/8/84
Emergency Dates: Dec. 19, 20 & 21
April 16, 17 & 18

001334

AGREEMENT BETWEEN

Ventura County Community College District

AND

Ventura County Federation of College Teachers

AFT LOCAL 1828, AFL-CIO

JULY 1, 1986 THROUGH JUNE 30, 1989

Ventura County Community College District
71 Day Road
Ventura, CA 93003
(805) 642-0161

Ventura County Federation of College Teachers
2640 Saddle Ave., #201
Oxnard, CA 93030
(805) 485-7079

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AGREEMENT
BETWEEN

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

and

VENTURA COUNTY FEDERATION OF COLLEGE TEACHERS

AFT Local 1828, AFL-CIO

July 1, 1986
through
June 30, 1989

Ventura County Community
College District
71 Day Road
Ventura, CA 93003
(805) 642-0161

Ventura County Federation
of College Teachers
2640 Saddle Ave., #201
Oxnard, CA 93030
(805) 485-7079

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ARTICLE 1
Effective Date and Parties To Agreement

1.1 This Agreement is made and entered into this 13th day of January, 1987, between the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District") and the VENTURA COUNTY FEDERATION OF COLLEGE TEACHERS, AFT LOCAL 1828, AFL-CIO (hereinafter referred to as "Federation").

ARTICLE 2
Recognition

2.1 The District recognizes the Federation as exclusive representative for all certificated employees set forth in the June 2, 1977 Educational Employment Relations Board Certification of Representative, as amended, as follows:

UNIT:

Shall INCLUDE: All full-time and part-time certificated employees, except management, supervisory and confidential employees as defined by the Act, including persons employed in the following classifications:

Instructor
Counselor
Associate Librarian
Specialist
Coordinator
Student Personnel Worker
Facilitator
Coach
Department Head

Shall EXCLUDE: All classified employees and all management, supervisory and confidential employees as defined by the Act, including the following positions:

Chancellor
Vice Chancellor
President
Vice President
Dean
Director
Divisional Director

The parties shall jointly petition the California Public Employment Relations Board for such unit modification as may be necessary to implement the terms of this Section.

2.2 The words "faculty" and "faculty member" as used hereinafter in this Agreement refer only to such persons as are members of the bargaining unit defined in Section 2.1 above. The term "regular faculty member" shall mean a contract faculty member who is reemployed as a contract faculty member subsequent to his/her second year of contract employment. The term "contract faculty member" shall mean a faculty member who is employed on the basis of a contract as defined in the Education Code.

ARTICLE 3

Salary

3.1 A. All contract faculy members shall be compensated on the basis of the following schedule (based on a 10-month year):

Step	Class I Index	Class II Index	Class III Index	Class IV Index	Class V Index
1	1.00	1.10	1.20	1.30	1.40
2	1.05	1.15	1.25	1.35	1.45
3	1.10	1.20	1.30	1.40	1.50
4	1.15	1.25	1.35	1.45	1.55
5	1.20	1.30	1.40	1.50	1.60
6	1.25	1.35	1.45	1.55	1.65
7	1.30	1.40	1.50	1.60	1.70
8	1.35	1.45	1.55	1.65	1.75
9	1.40	1.50	1.60	1.70	1.80
10	1.45	1.55	1.65	1.75	1.85
11	1.50	1.60	1.70	1.80	1.90
12	1.55	1.65	1.75	1.85	1.95
13	1.60	1.70	1.80	1.90	2.00
14	1.65	1.75	1.85	1.95	2.05

B. Effective July 1, 1986, increase dollar value of Class I, Step I by four percent (4%) for contract faculty.

C. Salary is also subject to the following conditions:

(1) New contract employees shall receive a maximum of 7 years' credit for prior full-time experience for the purpose of salary step placement.

(2) The maximum monthly rate for long-term substitutes is 1/10 of Class I, Step 8, subject to such exceptions as the Board may determine in individual cases.

(3) At the option of the contract employee, the annual salary may be paid in ten or twelve equal monthly payments.

3.2 **Classifications on Instructor Salary Schedule**

Placement in the salary classification set forth in Section 1, above, shall be determined by the District according to the following criteria after receipt of appropriate verification of training and experience. All professional training shall be evaluated in terms of semester units (e.g., one-quarter unit equals 2/3 semester unit).

Movement from one class to another on the basis of vocational credentials and experience requires that the employee be teaching in a vocational subject matter area.

A. Qualifications for Class I shall require:

(1) Possession of a bachelor's degree from an accredited college or university; or

(2) Possession of an appropriate credential in a vocational subject matter, issued on the basis of occupational experience.

3.2 A. (3) One additional setp in Class I shall be granted for 15 semester units appropriate to a master's degree; or in the case of instructors teaching under vocational credentials, to a bachelor's degree and in excess of those units required for the vocational credential.

(4) A second additional step in Class I shall be granted for 30 semester units appropriate to a master's degree; or in the case of instructors teaching under vocational credentials, to a bachelor's degree and in excess of those units required for the vocational credential.

(5) One such added step shall be deducted when transferring to Class II; two such added steps shall be deducted when transferring to Class III or a subsequent salary class.

B. Qualifications for Class II shall require:

(1) Possession of a bachelor's degree from an accredited college or university, plus 45 semester units of appropriate study completed after the receipt of the bachelor's degree and possession of a master's degree from an accredited college or university; or

(2) Possession of an appropriate vocational credential, possession of a bachelor's degree from an accredited college or university, 15 additional appropriate semester units as approved by management beyond the bachelor's degree, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential;

(3) Possession of an appropriate vocational credential, issued on the basis of occupational experience, 15 semester units in addition to those required for such credential and appropriate to instruction in such vocational area, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential.

(4) Upon the attainment of of tenure and the completion of one additional year at Step 14 in Class I, an instructor may move horizontally to Class II, to the same ratio relationship occupied in Class I, and then be granted credit for the additional year of experience. Factors enumerated in Item 3.2.A(5) above will be applied where appropriate.

C. Qualifications for Class III shall require:

(1) Possession of a bachelor's degree from an accredited college or university, plus 60 semester units of appropriate study completed after receipt of the bachelor's degree, and possession of a master's degree from an accredited college or university; or

(2) Possession of an appropriate vocational credential, possession of a bachelor's degree from an accredited college or university, 30 additional appropriate semester units as approved by management beyond the bachelor's degree, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential;

3.2 C. (3) Possession of an appropriate vocational credential, issued on the basis of occupational experience, 30 semester units in addition to those required for such credential and appropriate to instruction in such vocational area, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential.

D. Qualifications for Class IV shall require:

(1) Possession of a bachelor's degree from an accredited college or university, plus 75 semester units of appropriate study completed after receipt of the bachelor's degree and possession of a master's degree from an accredited college or university; or

(2) Possession of an appropriate vocational credential, possession of a bachelor's degree from an accredited college or university, 45 additional appropriate semester units as approved by management beyond the bachelor's degree, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential;

(3) Possession of an appropriate vocational credential, issued on the basis of occupational experience, 45 semester units in addition to those required for such credential and appropriate to instruction in such vocational area, and four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential.

E. Qualifications for Class V shall require:

(1) Possession of an earned doctorate degree granted by an institution accredited for graduate or professional study.

3.3 **Administration of the Salary Schedule**

A. Initial placement on the salary schedule shall be subject to the following conditions:

(1) Professional preparation as defined in Section 3.3B.4(a), (c), (d), and (e) below.

(2) Prior full-time professional teaching experience on a year-for year basis, not to exceed seven years of such credit, for persons initially placed on the salary schedule.

(3) Credit for closely related non-teaching experience at the rate of one year of credit (not to exceed seven years' total) for each two years of experience outside the teaching field, where such activity occurs beyond years of required experience that are used by a state agency in awarding a credential. All such experience shall be subject to evaluation and approval by the District.

(4) The Governing Board reserves the right to make those exceptions in salary placement it may deem essential to student, patron, or District welfare when in the Board's judgment such action is required.

3.3 B. Advancement on the salary schedule shall be subject to all of the following conditions:

(1) Evaluation of course credit shall be made by the District upon the recommendation of the College President or his/her designee.

(2) Possession of the appropriate unencumbered California public school service credential.

(3) Notice of intent to complete academic units necessary to qualify for higher salary classification must be filed in the District Personnel Office not later than June 1 of the year preceding the academic year in which salary advancement will be sought. Confirmation of units completed must be provided to the District Personnel Office prior to the beginning date of assignment in the academic year in which advancement is sought. Verification (by official transcripts) of completed units must be provided to the District Personnel Office not later than November 1 of the year in which advancement is made.

(4) Unit credit shall not be counted toward advancement on the District salary schedule unless all of the followng conditions are met:

(a) Unit credit shall be completed in an institution accredited by a Regional Accrediting Commission. By a Regional Accrediting Commission is meant one recognized by the Federation of Regional Accrediting Commissions of Higher Education (FRACHE).

(b) The units completed are related to the faculty member's assignment; or are obtained pursuant to a plan of study that has received prior approval by the Chancellor or his/her designee; or are unrelated to the faculty member's assignment, but have received prior approval by the Chancellor or his/her designee.

(c) The unit credit completed is upper division or graduate level, except that units completed by a vocational instructor not pocessing a bachelor's degree directly related to the major area of assignment may be lower division units.

(d) Normally, not more than nine (9) units total completed in correspondence or home-study institutes, as administered by an accredited institution, may be counted for placement or advancement on the salary schedule. Exceptions to the nine-unit total must be approved in advance by the Chancellor or his/her designee.

(e) To be counted for advancement beyond Column I, all units must be completed subsequent to the receipt of a bachelor's degree from a regionally accredited institution.

(5) A faculty member holding 60% or more of a full-time contract, and employed for more than 75% of the contract days specified in this Agreement (or who is on a paid leave or is otherwise eligible for salary advancement pursuant to the "Leave" provision of this Agreement), shall receive yearly salary advancement of one (1) step, subject to the provisions of this Agreement.

ARTICLE 3
Salary *Continued*

3.3 C. The evaluation of professional training or credits and/or degrees from foreign institutions not on the accredited list of the California State Department of Education may be submitted by the District for evaluation and comparability to such accredited institutions by any of the admissions offices of the University of California.

3.4 **Rates for Non-Contract Assignments**

A. All daily substitute and extended-day and evening faculty and all other faculty previously paid on an hourly basis including Summer Intersession faculty shall be employed, time subject to assignment, at the rates specified below, provided that:

(1) The service performed by a contract faculty member who is performing such service is in addition to any requirements prescribed as a part of such faculty member's regular contract employment.

(2) Non-contract faculty who are not otherwise employed by the District will be compensated at one-half the hourly rate of pay, up to three hours per semester for attendance at division meetings.

B. Effective September 2, 1986, compensation for hourly services, including summer intersession, shall be based upon the following schedule:

District Service	Credential	Master's	Doctorate
1 - 4 Semesters	23.50	23.75	23.90
5 - 8 Semesters	24.70	24.85	25.05
9 + Semesters	25.75	25.95	26.25

Movement from the "CREDENTIAL" column to the "MASTER'S" column of the hourly salary schedule requires possession of a master's degree; or for vocationally credentialed instructors only, at least four semesters of service at the 9+ step of the "CREDENTIAL" column.

C. Effective September 2, 1986, semester rates for regularly scheduled semester-long assignments shall be compensated upon the following schedule on the appropriate column and step multiplied by the number of regularly scheduled hours per week. Payment for services on this schedule shall be made in five equal monthly installments during a semester.

District Service	Credential	Master's	Doctorate
1 - 4 Semesters	414.45	417.65	420.85
5 - 8 Semesters	433.75	436.95	441.25
9 + Semesters	453.10	457.35	461.70

Movement from the "CREDENTIAL" column to the "MASTER'S" column of the hourly salary schedule requires possession of a master's degree; or for vocationally credentialed instructors only, at least four semesters of service at the 9+ step of the "CREDENTIAL" column.

Deductions for faculty services not rendered, and otherwise not compensable under the terms of this Agreement, for regularly scheduled semester-long assignments shall be made at the appropriate rate specified in Section 3.4 B for each hour for which services are not rendered.

ARTICLE 3

3.4 C. When a faculty member completes only a portion of a regularly scheduled semester-long assignment, compensation shall be made for that portion at the appropriate rate specified in Section 3.4 B for hours of service actually rendered.

D. Years of service for the purpose of establishing rates of pay under the above schedule shall be calculated by the District Office on the basis of faculty members' certificated service in the District, and shall be subject to the following additional conditions:

(1) One year of service shall consist of two semesters of service.

(2) One semester of teaching service shall require the teaching of at least one full semester course or its equivalent.

(3) One full season of coaching shall be considered equal to a semester.

(4) One full Summer Intersession of service shall equal a semester.

(5) For non-classroom teaching faculty, 100 hours or more of certificated non-teaching service shall equal a semester.

(6) The maximum credit for salary advancement under this section shall be two semesters in any one academic or calendar year.

3.5 **Stipend Agreement**

A. The following certificated employees who regularly perform the following designated assignments which necessarily extend beyond the normal college day shall be compensated for such according to the following stipend formula based upon the current hourly rate:

(1) Coaching (per season)

(a)	Basketball	90 + 20 for Head Coach
(b)	Track	60 + 20 for Head Coach
(c)	Cross Country	60
(d)	Tennis	60
(e)	Swimming	60
(f)	Football	90 + 20 for Head Coach
(g)	Baseball	60 + 20 for Head Coach
(h)	Golf	60
(i)	Wrestling	60
(j)	Water Polo	60
(k)	Softball	60 + 20 for Head Coach
(l)	Volleyball	60 + 20 for Head Coach
(m)	Soccer	60

(2) Directing and Producing (per semester)

(a)	Intramurals	70
(b)	Music Groups	60 per major production
(c)	Drama	30 per major production
(d)	Forensics	60 + 20 for Head Coach
(e)	Dance	30 per major production
(f)	Pep Squad	60
(g)	Journalism	60
(h)	Literary Magazine	30 per major issue
(i)	Pistol Team	60
(j)	Art Gallery	35 per gallery
(k)	Telecommunications	30 per major production

ARTICLE 3

Salary *Continued*

3.5 B. Payment of any stipend under this Section shall require that the faculty member provide appropriate verification, as determined by each campus, of hours worked. College management retains the right to determine the number and scope of sports, teams, groups, productions or issues eligible for stipends under this Section that exceed the requirement for a course or activity as defined in the college catalog.

C. Persons coaching combined men's and women's teams shall receive an additional 20 hours per semester.

3.6 **Extra Contract Assignments**

Extra days of assignment for extended contracts shall be comparable to those in academic year 1981-82, unless the affected faculty member agrees to a different schedule of such extra days.

Designated positions shall receive contracts in excess of ten months for the assignments indicated:

Position	Time Subject to Assignments in School Months
Head Football Coach	10 3/4
Assistant Football Coach	10 1/2
Head Basketball Coach	10 1/4 (a)
Assistant Basketball Coach	10 1/8 (a)
Head Baseball Coach	10 1/8 (b)
Assistant Baseball Coach	10 1/8 (b)
Head Track Coach	10 1/8 (b)
Assistant Track Coach	10 1/8 (b)
Softball Coach	10 1/8 (b)
Aquatics Coordinator	11
Counselor	11
Swim Coach	10 1/8 (b)
Instructor/Department Head	10 1/4
Coordinator, Student Health Services	10 1/4 (MC/OC) (VC)
EOPS Counselor/Coordinator	11
Coordinator, Special Education	11
Veterans Counselor/Coordinator	11
BVA/SPVC Counselor/Coordinator	11

(a) Work during Christmas Break
(b) Work during Easter Break

3.7 **Monthly Rates on Instructor Salary Schedule**

The basic monthly rate for a contract faculty member shall be one-tenth of the yearly salary for the class and step in which such faculty member has been placed pursuant to the criteria and salary schedule set forth above.

3.8 **Service Increments**

Service increments based on years of service to the Ventura County Community College District, including continuous service to the Ventura Union High School District prior to July 1, 1962, shall be added to the basic salaries as follows:

3.8 A. After 15 years - $400 per year above basic salary; or

B. After 20 years - $800 per year above basic salary; or

C. After 25 years - $1200 per year above basic salary; or

D. After 30 years - $1600 per year above basic salary.

3.9 **Temporary Faculty**

Temporary faculty (substitutes) shall be elected and paid on a monthly basis, time subject to assignment, limited to a maximum salary equal to Step 8 in Class I, when such assignment occurs under one of the following conditions:

A. To replace a contract or regular faculty member who is on leave of absence for one semester or longer, when such replacement requires the temporary faculty member to work more than sixty percent of a full-time assignment; or

B. When such temporary faculty member replaces the same contract or regular faculty member for a period of more than twenty consecutive working days at more than sixty percent of a full-time assignment; and the need for replacement for more than twenty consecutive working days was not anticipated by the District at the time of assignment; or

C. To meet a temporary increase in enrollment which, in the judgment of the District will not warrant creation of a permanent position, but which requires that the temporary faculty member work more than sixty percent of a full-time assignment.

3.10 Compensation of faculty members for independent research and development activities, in excess of those normally considered as part of a faculty member's workload, shall continue to be provided in those instances where management and Research and Development Committee evaluations of a research and development proposal indicate that such compensation for any research and development project, whether proposed by a faculty member or requested by management, shall be established by management on the basis of available budget funds, the probable value of the completed research and development to the District educational programs, and the anticipated amount of work needed to complete such research and development.

ARTICLE 4

Health and Welfare Benefits

4.1 The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to provide Blue Cross, Delta Dental, and vision coverage for eligible faculty members and their dependents under the existing plans or under such plans providing at least equivalent benefits as the District may designate.

4.2 An eligible faculty member who wishes to have health coverage provided through Kaiser or Health Net rather than through Blue Cross Foundation may do so, provided that the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to faculty members shall only be by joint agreement of the parties.

The District will arrange with Kaiser for the following additional benefits:

A. Durable medical equipment benefit.

B. Special in-patient drug and alcohol rehabilitation benefit.

C. Coverage for dependents to age 25.

D. Vision Care 2.

(It is understood that if addition of these benefits causes Kaiser premiums to exceed the amount the District would otherwise contribute under the terms of Section 4.5, an affected faculty member will pay the excess.)

4.3 The faculty member bears the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.

4.4 Faculty members eligible to participate in the District-provided insurance benefits and to receive District contributions toward these benefits are those employed under contract during the regular college year on at least a half-time basis.

4.5 The District shall continue to contribute the sum needed to provide the benefits specified in this Article for each faculty member eligible for such benefits, and shall increase such contribution on October 1 of each calendar year by the amount that is required to maintain the above-mentioned Blue Cross, Delta Dental and vision coverage.

4.6 Payments of the District contribution for faculty members absent due to illness or injury of the faculty member shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.

4.7 If, during the term of this Agreement, the District plans to secure coverage under a joint powers agreement, or determines to solicit bids for alternative benefit plans to replace Blue Cross, Delta Dental, or its vision plan, it shall, prior to advertising such bids, consult with the Federation to assure that the bid specifications provide the levels of benefits specified above.

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4.8 If the District plans to secure coverage in a joint powers arrangement, or if responsive bids for alternative medical, dental and/or vision benefit plans are received, and if acceptance is likely and would result in premium contributions less than those specified above, the District shall promptly notify the Federation of such probable acceptance and shall, upon request, meet and negotiate regarding the allocation of any such savings.

4.9 Employees who are employed by the District at the time of retirement shall be retained in the District health, vision and dental insurance, with premiums paid by the District provided that such persons have a minimum of ten (10) years of service with the District and have attained an age and years of service equal to or greater than seventy-two (72) for the fiscal year 1986-87 and thereafter reverts to age and years of service equal to or greater than seventy-five (75). The minimum age for retirement is fifty-five (55). The District shall provide paid dental benefits for currently retired contract faculty who are receiving District-paid health and vision benefits.

4.10 Any other contract faculty member who is serving the District at the time of retirement, and who has served the District a minimum of five (5) years and reached the age of fifty-five (55), shall, upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree.

Spouses of deceased faculty members shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual if the deceased faculty member would have been eligible for District-paid benefits at the time of death. Faculty members receiving an STRS disability allocation, and who, prior to receiving the disability allocation, had served the District a minimum of ten (10) years shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.

4.11 Eligibility and benefits shall be as specified in the then-existing group medical insurance plan.

4.12 Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age fifty-five (55) with a minimum of ten (10) years' service, and the District shall comply with the provisions of Education Code Section 23922 with respect to maximum retirement age.

4.13 The Federation may engage a health insurance carrier to conduct a survey of non-contract faculty health insurance needs during the 1984-85 academic year. The District agrees to cooperate in such a survey by providing relevant information and facilitating the carrier's access to non-contract faculty members. Nothing herein shall be construed as an agreement by the District to provide health insurance for non-contract faculty members.

4.14 **Special Pre-Retirement Program**

Regular faculty members shall be eligible for special pre-retirement under the following conditions:

ARTICLE 4
Health and Welfare Benefits *Continued*

4.14 A. The faculty member shall have reached the age of 55 prior to the reduction of workload.

B. The faculty member shall have been employed full-time in a position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment.

C. During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

D. A faculty member who requests and is chosen to participate in the pre-retirement program shall enter into an agreement with the District respecting the terms and conditions of the faculty member's program. Such agreement shall be consistent with the provisions of this Section. The agreement can be revoked or amended with the mutual consent of the District and the faculty member.

E. The faculty member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The District and the faculty member on the program shall agree to make contributions to the State Teachers' Retirement System equal to the amount that would have been contributed if the faculty member had remained in full-time employment.

F. The faculty member shall receive the health and welfare benefits in the same manner as a full-time (100%) faculty member as provided in this Agreement. Sick leave accrued by the faculty member shall be prorated on the basis of the percentage of a full contract or percentage of days taught, as appropriate.

G. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during her/his final year of service in a full-time position. In order to qualify for STRS, a faculty member on the pre-retirement plan may not teach less than 50% of a full-time load in a given year. The 50% load may be assigned full-time for one full semester or one-half time for a full academic year. The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.

H. The total number of years of reduction of workload shall not exceed five years. The faculty member must agree to retire and terminate his/her services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed five (5) years.

I. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the faculty member reaches his/her 70th birthday.

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4.14 J. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following school year.

K. A faculty member participating in the program is not eligible for sabbatical leave; is not eligible for Summer Intersession Priority; and shall not be assigned an overload.

ARTICLE 5
Workload and Assignment

5.1 **Administration of Assignment**

The Chancellor of the District is responsible for the assignment of faculty members within the District in accordance with the provisions of this Agreement.

The President of the College is responsible for the assignment of faculty members within the College in accordance with the provisions of this Agreement.

5.2 **Contract Teaching Assignments**

A. The typical workload for all classroom teaching faculty members shall include:

(1) Actual classroom teaching.

(2) Preparation and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.

(3) Maintenance of five (5) office hours per week for student conference. Each full-time teaching faculty member shall schedule at least one (1) office hour per teaching day. Exceptions for good reasons are subject to the approval of the Vice President of Instruction. Schedules will be posted outside the faculty member's office and placed on file in the Office of Instruction. An office shall be provided as a condition for requiring such scheduled office hours. Contract faculty with partial teaching assignments shall maintain such office hours as are a proration of the portion of the teaching contract held.

(4) Five (5) hours per week service for instruction-related and student-support activities. The activity(ies) shall be subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

Typically such activities may include the following:

(a) continuing professional development;

(b) sponsorship and support of student activities;

(c) participation in budget development and employment interviewing procedures;

(d) college and district committees;

(e) department and division meetings;

(f) curriculum development;

(g) articulation and matriculation;

(h) writing of grant proposals and research projects;

(i) recruitment and high school relations;

(j) registration advisement.

5.2 B. **Hours of Instruction**

The classroom teaching load of a faculty member on full assignment shall be:

(1) Teaching hours of faculty members shall be calculated on the basis of a full-time contract classroom teaching assignment of thirty (30) lecture or lecture-equivalent hours for an academic year (two semesters). The District will make all reasonable efforts to attempt to equalize the distributions of such lecture or lecture-equivalent hours beetween each of the two semesters. A faculty member may be assigned more than sixteen (16) or less than fourteen (14) lecture or lecture-equivalent hours per semester as her/his contract teaching load only with her/his permission. A faculty member who wishes to teach an overload during a Spring semester must first fulfill her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.

(2) Lecture-equivalent hours for laboratory teaching assignments shall be in a ratio of three (3) hours of laboratory teaching to two (2) hours of lecture teaching.

(3) Lecture-equivalent hours for lecture-laboratory teaching assignments shall be in a ratio of four (4) hours lecture-laboratory teaching to three (3) hours of lecture teaching.

(4) Coaching Assignments:

Effective the 1987-88 academic year, the following will apply:

(a) All coaching faculty shall meet their scheduled varsity sport class during the entire semester of the season of the sport. When the sport season is ended, other appropriate activities may be substituted for such class meetings with the concurrence of the Athletic Director but in no case shall classes meet less than two (2) times a week.

(b) Those coaches who elect to substitute other activities for class meetings shall prepare and submit a written plan, to be approved by the Athletic Director, which may include, but is not limited to recruitment, placement of athletes, advisement of students, high school relations, etc.

(5) Faculty members who teach semester classes with attendance at the end of the late registration period in excess of seventy-five (75) students will be given credit of an additional one-half (.5) teaching-hour for each increment of twenty-five (25) students in attendance above the 75 students per class.

As defined above, the following ratios are established:

(a) Classes with attendance of 76 to 100 students: 1.5 teaching-hour credit for each one-class hour taught.

(b) Classes with attendance of 101 to 125 students: 2 teaching-hours credit for each one class-hour taught.

(6) Student weekly contact hours between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:

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ARTICLE 5

Workload and Assignment *Continued*

5.2 B. (6) (a) Technical, laboratory, reader, or clerical assistance to an instructional division when student contact hours exceed the following:

1) English Composition, 450

2) Lecture Classes, 550

3) Laboratory Classes, 500.

(b) In the case of experimental programs, whenever the load assignment contemplated departs appreciably from established norms, class weight credit to determine load assignments will be established by the President in conference with the Vice President, Instruction, the Division Director, the Department Head and the faculty member involved.

(c) A faculty member may meet and confer at anytime with his/her Division Director and the Vice President, Instruction regarding his/her teaching load or its equalization.

A District-wide average of not less than 525 WSCH, exclusive of WSCH's earned as part of an overload or extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.

(7) Designation of new or revised courses as lecture, lecture-laboratory, laboratory, or any combination thereof, for student credit hours shall be made by the college Curriculum Committee, subject to review by the District Curriculum Committee and the Chancellor, subject to approval by the Board.

(8) PCAP will not be implemented during the term of this Agreement.

C. **Scheduling of Contract Teaching Assignments**

(1) Assignment of contract teaching load for contract faculty members shall have first priority over any other class assignments.

(2) When the assignment for a teaching faculty member is prepared, primary consideration will be given the needs of the students, the professional training and experience of the faculty member and the classes to be taught.

(3) Course, section and room assignment scheduling for individual faculty members shall be prepared within the Division in conjunction with the Department/Discipline, subject to approval by the Vice President, Instruction. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the Vice President, Instruction, the Division Director, the Department/Discipline and the affected faculty member.

(4) Faculty members hired for a specific Department/Discipline shall be assigned in that Department/Discipline except as provided in the Transfer Article of this Agreement.

ARTICLE 5
Workload and Assignment *Continued*

5.2 C. (5) Without a faculty member's consent a minimum of twelve (12) hours shall elapse between the conclusion of the last class an instructor is assigned in one day and the first class he/she is assigned on the following day. If a full contract teaching assignment is not available in the day work hours, the faculty member may be assigned classes during the evening hours to complete the full-time teaching assignment.

(6) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents:

(a) Number of course preparations - 3

(b) Consecutive lecture hours - 3

(c) Consecutive laboratory hours - 4

(d) Break between classes in a day assignment - 4 hours

(7) Normally, contract faculty membes will be assigned hours from 7:00 a.m. to 5:00 p.m. during a Monday through Friday time span. Faculty members may, with their consent and the approval of the college management, be scheduled for a non-traditional classroom assignment, but, in no case, fewer than four days.

When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such classroom assignments may include, but are not limited to:

(a) A split assignment requiring both day and evening assignments for a full assignment.

(b) Saturday and/or satellite campus assignment as part of a full assignment.

(c) Innovative "field" courses requiring extended periods with the class at off-campus sites.

(d) A traveling teaching assignment is a contract assignment which includes more than one campus in the District (mileage between work sites to be compensated by the District).

(8) Part-time contract faculty members shall be assigned duties and responsibilities in proration of a comparable full-time assignment.

(9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.

(10) Substitute responsibilities: Hours of work, other than assigned classroom time, may be used to provide substitute services for a temporarily absent faculty member and shall be paid for at the hourly rate of pay.

ARTICLE 5
Workload and Assignment *Continued*

5.3 Contract Non-Classroom Teaching Faculty

A. All non-classroom teaching faculty members on full assignment shall be assigned thirty-five (35) hours per week.

(1) Any regularly scheduled assignment in excess of thirty-five (35) hours per week shall be compensated at the hourly rate as an overload assignment.

(2) Assignments shall be made only between the hours of seven a.m. and five p.m. unless the faculty member and his/her immediate supervisor mutually agree upon an alternate method of scheduling the faculty member's hours.

B. A non-classroom teaching faculty member may be allowed to teach as part of his/her full assignment. For purposes of computing the clock hours, non-teaching faculty members who teach classes will have class preparation time on the basis of one hour for each one hour in class, or as computed for teaching faculty. This section shall not be deemed to apply to teaching of overload classes.

C. All non-teaching faculty not on extended contract shall have the same contractual calendar as teaching faculty members except by mutual agreement.

D. Any non-classroom teaching faculty member on full assignment may request and be assigned up to five (5) hours per week of the thirty-five (35) hours for development projects, sponsorship of student activities, professional growth, staff development, research, committee work, or other types of activities which directly benefit and promote his/her department/discipline service area. The hours of assigned time may be distributed in any way throughout an academic year or a semester to average the weekly assigned time. All such assignments are subject to advance approval by the College President or his/her designee, provided that such approval shall not be unreasonably withheld.

E. The following applies only to the Counseling Faculty:

(1) Counseling faculty may serve extended day students as part of their normal workload or for overload pay, with the approval of the Dean of Counseling.

(2) Counseling workload shall be subject to the limitations inherent in the nature of counseling, the number of students, the number of available appointment times, and the need for a quality counseling program. The maximum number of students to counselors under the above criteria may be recommended by affected faculty and shall be subject to reasonable approval of the immediate supervisor.

It shall be a joint goal of management and the counseling staff to provide one FTE appropriate-credentialed counselor per 550 to 800 graded students on each campus.

(3) In addition to regular division meetings, each counseling division may schedule one normal contract day per month for in-service training. Each campus will develop the in-service independently to best meet the needs of the counseling faculty.

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5.3 E. (4) A counselor may be scheduled up to six (6) hours per week to coordinate Career Center, Drop-In Center, Articulation, where such programs exist.

(5) Each full-time counselor shall receive a minimum of 3 hours per week for development projects, professional growth, research, staff development, transfer assistance, articulation, college/high school visitations and other college activities that directly benefit and promote the department/service area and the student. The hours of assigned time may be distributed in any way throughout the semester to average the weekly assigned time.

The assignment(s)/activity(ies) shall be decided upon after joint consultation between the counselor(s) and the appropriate manager, subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

5.4 Non-Contract Assignments

A. Eligibility:

(1) Contract Faculty Members:

(a) May teach a maximum of one (1) course (without regard to hours) OR six (6) class hours (without regard to the number of courses) per week at the extra-hourly rate of pay, except for time required as a substitute.

(b) May work a maximum of six (6) clock hours of a non-teaching assignment per week at the hourly rate of pay, except for time required as a substitute, or in case of emergency, as determined by management.

(c) The sum of the assignments in (1) and (2) above shall not exceed six (6) hours per week during any one semester except as stated above.

(2) Non-Contract Faculty Members.

(a) May teach a maximum of not more than nine (9) lecture or lecture-equivalent hours of instruction or a combination of the above-type courses not to exceed 60% of a full-time teaching assignment per week during any semester.

(b) May be assigned to a maximum of not more than 60% of a full-time non-teaching faculty member's assignment during any semester.

(c) May be assigned a combination of teaching and non-teaching assignments to a maximum of not more than 60% of a full-time assignment as defined in (1) and (2) above.

B. Procedures and Priorities of Assignment:

The following priorities govern non-contract assignments with the exclusion of those for contracted instruction in off-campus locations:

(1) Definitions. For purposes of this Article only, the following definitions shall apply:

5.4 B. (1) (a) **Priority Non-Contract Faculty** — A faculty member who has been employed on a non-contract basis for a lecture-equivalent load of more than six (6) hours per week or more than eight (8) laboratory hours per week for two semesters. Any employee with a non-contract assignment meeting the above load requirements during Spring, 1983, or Fall, 1982, or Spring, 1982, shall also be designated as Priority Non-Contract Faculty.

(b) **District-Initiated Involuntary Break** — Shall include, but not be limited to, the (1) cancellation of classes, (2) the loss of an assignment through replacement, and (3) the lack of an available assignment.

(c) **Involuntary Break** — A break in service of one semester for purposes of health, home responsibilities, study or military services.

(d) **Seniority** — Total semesters of continuing non-contract service in a department/discipline in the District.

(e) **Continuing Comparable Assignment** — The greatest number of hours a faculty member has been assigned, commencing with the Fall Semester, 1981. District-initiated involuntary breaks and involuntary breaks do not affect continuing comparable assignment. The above applies only to faculty members who have been working non-contract assignments since July 1, 1982, or who have experienced a District-initiated involuntary break since July 1, 1982.

(2) **Request and Notice of Assignment**

(a) No later than the Monday of the second week of the Fall semester for the Spring semester and March 1 for the Fall semester, the District shall send Non-Contract Assignment Request Forms to all eligible faculty members. A faculty member must file a request for continuing comparable, increased, or first-time overload assignment with the appropriate college dean no later than October 1 for the Spring Semester or April 1 for the Fall Semester. Eligible faculty members not currently employed at a college must keep the District informed of any change in their mailing addresses. Failure of an eligible faculty member not currently employed to keep the District so informed shall constitute a waiver of that faculty member's right to assignment.

(3) **Priority for Assignment in a Department/Discipline on a Campus**

(a) Non-contract assignments shall be made by seniority within each of the priorities set forth below:

1) Contract and priority non-contract faculty for continuing comparable assignment.

2) Other non-contract faculty for a continuing comparable assignment.

3) Priority non-contract faculty for increased assignment.

ARTICLE 5

Workload and Assignment *Continued*

5.4 B. (3) (a) 4) Contract faculty for a first-time assignment or after a break in service during which non-contract seniority was lost.

5) Other non-contract faculty and contract faculty for increased assignment.

6) New applicants.

(b) If the total number of hours to which an instructor is entitled is not available in a given semester, the instructor shall be assigned the maximum number of hours available.

(c) The District shall make reasonable efforts to assign the same time(s), day(s), location(s), and course(s) which the faculty member was assigned in the previous semester, if that assignment is scheduled.

(4) **Seniority Calculation**

(a) Seniority on a given campus shall accrue according to the total semesters of continuing non-contract service in a department/ discipline in the district. Ties in seniority shall be broken by lot, the process to be supervised jointly by management and a member of the Federation's Executive Council on the campus.

(b) A faculty member may hold different seniority in different departments/disciplines.

(c) District-initiated involuntary breaks in service shall not affect the accrual of seniority of non-contract faculty for two (2) semesters following the break in service, at which time seniority is "frozen" until the non-contract faculty member resumes his/her assignment.

(d) Any faculty member with a non-contract assignment may be granted an involuntary break in service of one semester by the appropriate Vice President of Instruction, whose decision may be appealed to the Chancellor. The seniority status of a faculty member on an involuntary break will be maintained for one (1) semester, but no seniority credit will be granted during this absence.

(e) Appropriate supervisors shall maintain lists that establish priority/seniority in accordance with this Article. These lists shall be updated by the end of the fourth week of each semester and forwarded to the Federation.

(5) **Loss of Continuing Comparable Assignment Rights.** If an instructor refuses an assignment, he/she shall lose all rights to assignment in subsequent semesters. If an instructor voluntarily requests a reduction in hours, he/she shall be entitled only to that number of reduced hours in subsequent semesters.

5.4 B. (6) **Qualifications.** If a faculty member is not given a continuing comparable assignment because management determines that he/she does not have sufficient educational background or experience, the faculty member may grieve the issue of his/her presumed lack of qualifications to teach the assignment being denied, the grievant being entitled to prove that he/she is qualified to teach the course(s) in question.

(7) **Effect of Class Cancellation.** In the event that a faculty member assigned on a non-contract basis has any part of his/her assignment as indicated in his/her offer of employment cancelled during the period between the time when the offer was made and the first day of registration, the faculty member shall have the right to teach the assignment of the least senior faculty member(s) in the same department/discipline to achieve his/her continuing comparable assignment. Offers of employment indicating assignments will be submitted by the colleges to the District no later than June 1 of each year for Fall Semester assignments and no later than November 15 for the Spring semester. Offers will be mailed to faculty no later than June 20 for the Fall Semester and December 15 for the Spring Semester.

(8) **Loss of Contract Assignment.** In the event that a contract faculty member has any part of his/her contract assignment cancelled, it shall be fully reinstated by assuming the equivalent amount of FTE load of the faculty member with the lowest status on the priority/seniority list for the discipline grouping. In the event that assuming such FTE of the lowest-status faculty member presents a time conflict with the remainder of the contract faculty member's assignment or a conflict with federal or state law, the contract faculty member shall assume the necessary FTE of the faculty member with the next appropriate assignmment (one which presents no such conflicts) on the priority/seniority list in the discipline grouping.

5.5 Summer Intersession Assignments

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during the authorized Summer Intersession. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring Semester and the first day of the next Fall Semester.

A. Faculty members shall be assigned available classes within a given Department/Discipline in the following order of priority:

(1) Contract faculty in the discipline on the campus will be assigned up to two classes.

(2) Priority non-contract faculty in the discipline on the campus will be assigned up to two classes.

(3) Other non-contract faculty in the discipline on the campus will be assigned up to two classes.

(4) Faculty in the discipline from other campuses will be assigned up to two classes.

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5.5 A. (5) Faculty in other disciplines but qualified to teach in the discipline may be assigned up to two classes.

(6) Other qualified persons may be hired in accordance with District hiring procedures.

B. No later than January 15, the District shall send Summer Intersession Assignment Request Forms to all faculty members on the priority/seniority lists. A faculty member must file a request for Summer Intersession assignment with the appropriate Vice President, Instruction, no later than February 15.

5.6 Faculty members will make all reasonable efforts to report absences from any assignment in advance. If possible, day absences will be reported to the immediate supervisor and evening absences shall be reported to the supervisor on duty in the Continuing Education Office.

ARTICLE 6

Class Size

6.1 A. Numbers in any class (class size) shall be subject to limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, and the safety of students. The maximum class size under the above criteria may be recommended by affected faculty through the relevant department, and shall be subject to reasonable approval of the Vice President, Instruction, or his/her designee.

6.2 Classes for the Handicapped/Learning Disabled Students: The maximum size for classes for the handicapped and learning disabled student shall be twenty (20) and/or shall meet existing laws and regulations

6.3 The minimum number of students enrolled in a regular credit course shall be fifteen (15) students at the end of the class adjustment period, in order to continue. Exceptions may be approved on the basis of factors which may include but not be limited to the following:

A. Single classes that meet specific District graduation requirements.

B. A third or fourth semester of instruction in sequential class.

C. Single class offerings that are not scheduled annually but meet specific curricular requirements.

D. Classes where added reimbursement pays one-half of the salary of the instructor or meets contract obligations with other agencies.

E. A combined class of two or more levels of instruction scheduled at the same instructional hour may be considered for the continuance of each section on the total enrollment of the combined groups.

F. Introduction of a new course essential to adopted curricula or approved for experimental study.

G. Essential remedial classes in which instruction must be highly individualized.

6.4 The District shall establish the dates of the class adjustment period (that period during which registered students may add and drop courses) on each campus. The class adjustment period shall be scheduled for a minimum of ten (10) consecutive working days beginning with the first day of classes each semester.

6.5 The District shall establish the dates of late registration on each campus. Late registration (that period after classes have begun and during which persons may register to attend the District's colleges) shall be scheduled for a minimum of five consecutive working days beginning with the first day of classes each semester.

6.6 Non-graded classes will be discontinued when attendance for any such class falls below 15 for two consecutive sessions, unless exception is specifically granted by the Board.

6.7 First priority in resources (rooms, equipment, faculty) will be assigned to graded (credit) courses.

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ARTICLE 7
Safety

7.1 The District will provide a safe working environment for faculty members.

7.2 Any faculty member who observes a condition in the working environment that he or she feels is unsafe and creates any imminent danger of harm to any person, should immediately take whatever action may be necessary or appropriate to have such condition corrected and to notify his/her immediate supervisor of the existence of such condition. Faculty members should also notify the appropriate immediate supervisor regarding any other unsafe condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other body that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.

7.3 If any faculty member has notified his/her immediate supervisor of an alleged unsafe working condition, and the faculty member feels that District management has failed to take appropriate corrective action, the faculty member may submit a written statement of the alleged condition and any proposed corrective action to the Vice President of Administrative Services. The Vice President shall then take appropriate corrective action or forward the complaint to the office of the College President.

7.4 Within five (5) days of receipt of any such complaint, the College President shall take appropriate corrective action, or shall convene an *ad hoc* safety committee consisting of two faculty members appointed by the Federation and two members of District management. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days.

7.5 If he *ad hoc* safety committee recommends corrective action, and such action is not taken, the faculty member who submitted the complaint may, within fifteen (15) calendar days after receipt of his/her copy of the recommendations, utilize the grievance procedure of this Agreement for further processing of the complaint. Except as specifically set forth above, the grievance procedure shall only be applicable to Sections 7.9 and 7.10 of this Article.

7.6 The District will continue its practice of making health services available to faculty members for emergency medical treatment on the same basis upon which such services are made available to the students.

7.7 Any faculty member who is threatened with bodily harm, or who suffers bodily harm because of the actions of any individual or group while such faculty member is acting within the course of his/her assigned duties, shall report such threat or harm to his/her immediate supervisor, and where appropriate, to designated law enforcement authorities.

7.8 The District shall provide any and all legally required indemnifications and legal assistance to any faculty member who is exposed to any legal liability because of any threat of harm or any assault upon such faculty member while acting within the course and scope of his/her duties.

ARTICLE 7
Safety *Continued*

7.9 A faculty member who is injured while acting within the course and scope of his/her employment shall be entitled to industrial accident or illness leave for not more than 60 days in any one fiscal year for any one such accident or illness. Utilization of such leave shall be subject to the following conditions:

A. Such leave shall not be cumulative from year to year.

B. Such leave will commence on the first day of absence due to such industrial accident or illness.

C. Payment for such leave shall not, when added to any award granted to the faculty member under the Worker's Compensation laws of this State, exceed such faculty member's normal daily rate of compensation.

D. The amount of such leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the faculty member.

E. The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the 60 days of leave available for such industrial accident or illness.

F. Utilization of such leave shall be subject to the faculty member's submission of such appropriate proof of industrial accident or illness, and the effects thereof, as management may designate.

G. Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned 60-day leave provision before a faculty member is required to utilize any accumulated sick leave.

7.10 Damage or Destruction of Clothing or Personal Property

A. As permitted in Education Code 72253, the District shall provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or vehicles whenever any such property is damaged in the line of duty without fault of the faculty member.

B. In addition, and as permitted by Education Code Section 72510, the District shall reimburse a faculty member for the loss, or damage by arson, burglary or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the faculty member and the member of management designated for this purpose.

C. The value of any property subject to loss reimbursement under this Article shall be determined as of the time of the damage thereto. The property damaged or lost must be of significant value (more than $25.00 per article or incident) to be considered for reimbursement. Except under unusual circumstances, the maximum amount of reimbursement shall be $100.

7.10 D. In the event the faculty member is paid the cost repairing such property or the actual value of such property by other than the School District, the District's liability under this Article shall be reduced by the amount of such payment.

E. All claims shall be submitted on forms provided by the District's Business Office, and shall include such relevant facts as costs of repairs, invoices, notations of circumstances and witnesses, if any. The claim form shall be signed by the faculty member and his/her immediate supervisor and submitted within 15 working days of the incident.

7.11 The District will continue its efforts to assure the safety of faculty members using parking lots at District-owned facilities through the provision of lighted parking reserved for the use of faculty; through security and patrol for all lots within the limits of existing security personnel, and within such limitation, and when requested during evening hours by a faculty member having a reasonable basis to fear for his/her safety, by providing an escort between such faculty member's worksite and parking area.

ARTICLE 8
Leaves

8.1 Leaves Without Pay

A. Any contract faculty member may be granted an unpaid leave of absence by the Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Board may determine. Any regular faculty member shall be granted an unpaid leave of absence for reasons of health.

(1) **Health.** An application for leave of absence for reasons of personal health in excess of the time for which sick leave benefits are payable to a faculty member must be supported by the written recommendation of a licensed physician or health practitioner.

(2) **Study.** An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied at what institutions.

(3) **Travel.** A leave of absence for the purpose of educational travel must be supported by a written statement and itinerary indicating absence from the District for a majority of the time covered by the application for such leave.

(4) **Home Responsibilities.** A leave for this purpose may be granted to a faculty member to care for his/her immediate family member whose health temporarily requires the full-time attention of the faculty member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a faculty member to place a newborn or newly adopted child in his/her home.

(5) **Personal Business.** A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a faculty member for study leave as set forth in subsection (2) above; and which, in the judgment of the Board, will increase the faculty member's competence in relation to his/her present or anticipated assignment within the District.

(6) **Military Leave.** Such leave will be granted for required active duty only, and is without pay except for employees with one year or more in the District, who will receive their regular compensation in the first 30 days of said leave if the first 30 days fall within the employee's period of paid contract employment. Annual military training duty should be taken during vacation periods or at the convenience of the District whenever possible.

B. The maximum length of any unpaid leave granted by the Board shall be one year, provided that, upon receipt of request for extension, the Board may extend such leave for a maximum of one additional year. A faculty member appointed or elected to a local political office which requires a full-time commitment may be granted an unpaid leave for not more than one elected term to be served in such office.

8.1 C. Except in exceptional circumstances when the need for leave cannot be anticipated, all applications for leaves of absence must be on file in the District Personnel Office at least 90 days prior to the proposed effective date of the leave. Whenever possible, such leaves shall be requested in minimum increments of one semester, or as necessary to minimize interruption of faculty assignments.

D. All leave applications shall be submitted to the office of the appropriate College President, or his/her designee, and, if the President or his/her designee recommends the granting of such leave, the recommendation shall be forwarded to the Chancellor and to the Board for further consideration and evaluation.

E. Other than in such exceptional circumstances as the Board may determine, or except as set forth below in subsection F, a break in service time resulting from leaves without pay shall not be included in computing or granting other benefits such as sick leave, longevity pay, vacation time, step advancement, or other fringe benefits. A faculty member on leave without pay shall have the option of maintaining his/her medical, dental and vision coverage in the District group plans at his/her own cost.

F. In certain cases of personal leave for professional development, where no district funds are expended and where the employee engages in activities of an educational nature that do not result in the accumulation of college credits for salary schedule advancement, the employee may qualify for step advancement on the salary schedule on the basis of time occupied by the approved leave, with a maximum of one year's credit. The application for such leave must be filed with the College President and receive his/her recommendation; be recommended by the Chancellor; and be granted by the Governing board in advance of the beginning of such leave in order to become effective.

G. Any transfer of a faculty member who is on an unpaid leave of absence shall be subject to the transfer provisions of this Agreement.

8.2 **Absence With Salary**

Time on paid leave shall be counted as time in service.

A. **Sick Leave:**

(1) In any fiscal year, a contract faculty member or temporary long-term substitute shall earn paid sick leave time at the rate of 1.0 day for each full school month of paid contract service.

(2) When a contract faculty member is absent from his/her duties because of illness or injury, whether or not the absence arises out of or in the course of emploment, said faculty member shall be paid:

(a) Full salary for such absence if that period does not exceed the unused portion of current and accumulated sick leave benefits.

8.2 A. (2) (b) Half salary for five school months beginning with the expiration of accumulated sick leave. This benefit shall be limited to one five-month period for any one illness or accident. The Governing Board may grant this leave for an additional period provided the faculty member has maintained a continuous contractual status with the District and has completed one full year of satisfactory service under an annual contract subsequent to the last leave granted under the provisions of this section.

(3) Hourly paid faculty having a regularly-scheduled hourly assignment shall earn and accrue paid sick leave at the rate of one hour for each 16 hours worked.

(a) No sick leave is earned for any fraction of 16 hours worked.

(b) Sick leave earned on an hourly basis may be used only during regularly-scheduled hourly employment, not in regular contract employment, or for time outside the regular scheduled hourly assignment.

(c) Sick leave earned in regular contract employment may not be used in connection with hourly employment.

(4) A faculty member who does not use the full amount of full-pay sick leave earned in any fiscal year shall be given cumulative credit for such unused full-paid sick leave. The term "full-pay sick leave" as used in this Agreement includes all accrued sick leave except as provided under Section 8.2A(2)(b).

(5) General:

(a) Faculty filing claims under the provisions of this Article shall file, or cause to be filed, an Employee Absentee Report form (appended hereto as Appendix B) on which they shall certify that the illness, injury or incapacity was of such character as to require absence from duty during the period of sick leave claimed.

(b) A contract faculty member assigned on a partial contract shall be paid sick leave benefits only in proportion to the time which such assignments bear to full time.

(c) Any faculty member wishing to utilize any form of sick leave or leave of absence pursuant to this Section may be required to provide such proof as District management shall designate to justify the need for such leave of absence, provided that this requirement shall not be used to intimidate, coerce, or discriminate against any faculty member.

B. Personal Necessity Leave

Accrued full-pay sick leave may be used by a faculty member, at his/her election, in the following cases of personal necessity:

(1) Death of a member of his/her immediate family when additional leave is required beyond that provided for Bereavement Leave by this Agreement.

8.2 B. (2) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

(3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

(4) Personal emergencies, which include recognized religious holidays, serious illness involving a member of the immediate family, and personal business of a compelling nature.

(5) Up to three (3) of the six (6) days per year available to a contract faculty member for personal necessity leave, or up to 50% of the hours available to a faculty member working a non-contract assignment for personal necessity leave, may be used for personal necessities as determined within the discretion of the faculty member, provided that such leaves shall require reasonable advance notice (in cases other than emergencies, 48 hours constitute reasonable notice) to the appropriate Vice Persident, and provided further that the District may limit the total number of faculty taking such leaves at any one time to a reasonable number.

Use of sick leave for the above purpose shall be limited to six days in any school year for a contract faculty member or 60% of one year's accrual of sick leave for a faculty member on non-contract assignment. Use of sick leave for personal necessity shall be limited to 60% of the non-contract assignment. For such faculty who are employed for the fall semester, the base for calculating the projected accrual of sick leave shall be the number of hours offered multiplied by two; for such faculty who are employed for the spring semester only, the base shall be the number of hours offered in the spring semester. In the event a faculty member does not work the full number of hours projected, the faculty member shall not be granted more sick leave than has actually been earned.

"Immediate family" is defined as including mother, father, grandmother, or grandfather of the faculty member or of the spouse of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the faculty member or any member of the immediate household of the faculty member.

C. **Bereavement Leave.**

Any faculty member shall be allowed a leave of absence not to exceed five working days on full pay when such absence is occasioned by reason of death in the immediate family of the faculty member, or by other acute bereavement. For the purposes of interpreting this provision:

(1) "Immediate family" is defined under personal necessity leave.
(2) "Acute bereavement" is subject to interpretation by the District.

D. **Supoena Leave.**

When a faculty member is absent because of a mandatory court appearance, except as a litigant, said faculty member shall suffer no monetary loss by reason of said service.

8.2 D. (1) **Fees, exclusive of mileage, paid by the court or party requiring the faculty member's appearance shall be paid to the District unless the fees are greater than the faculty member's salary, in which case the faculty member may retain the fees and be listed as absent due to personal business.**

(2) A copy of the subpoena or a certificate of the clerk of the court must be filed with the absence report.

(3) Absence of a faculty member for a legal action in which he/she is a litigant may be classified as personal necessity.

8.3 **Exchange Service Leave.**

Arrangements may be proposed by a regular faculty member to a properly credentialed faculty member of another district or college on a similar professional plane for the purpose of exchanging positions for a period normally not exceeding one year. Exchanges may be arranged with either foreign or domestic service in mind. Exchanges will normally be arranged to permit the Ventura County District faculty member to receive his/her full remuneration from the District, while his/her opposite number will be reimbursed under an agreement he/she has reached with his/her own district or college. The Board will consider the value of both to the District, and to the individual applicant of the exchange arrangement, in reaching its decisions concerning the granting of such service leaves.

8.4 **Compassionate Leave.**

In any one school year a faculty member may be granted a maximum of three days paid leave (non-cumulative) to cope with an emergency in his/her family which, in the judgment of the College President and the District Personnel Office, necessitates the faculty member's presence at the scene of a family emergency. Such leave may be granted only after all other applicable types of leave have been exhausted.

8.5 **Maternity Leave.**

Faculty members are eligible for leaves of absence when said absence is due to pregnancy or convalescence from childbirth.

Any faculty member who is required to absent herself from her duties because of pregnancy or convalescence following childbirth shall be granted maternity leave without loss of pay for a period not to exceed fifteen working days. Any additional days of absence required due to pregnancy or convalescence following childbirth shall be granted without pay. The effective days of the required absence from duty shall be certified to the District in writing by the attending physician or health practitioner.

Nothing in this section shall be construed so as to deprive any faculty member of such leave rights under the other provisions of this Agreement for absence due to illness or injury resulting from pregnancy.

8.6 **Sabbatical Leave.**

A. **Policy**

Regular faculty members are encouraged to pursue opportunities for professional growth leading to the development of increased competence. These professional growth opportunities will focus primarily on the growth of the individual in order to maintain a dynamic faculty, one equipped with the mental and emotional tools to provide exceptional service to the students and the District in an era of constant change.

B. **Sabbatical Leave Committee.**

(1) All proposals for sabbatical leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.

(2) The Committee shall weight the value of each proposed sabbatical leave to the faculty member, to the students, and to the District.

C. **Purposes of Sabbatical Leave.**

Sabbatical leaves may be granted for purposes that include, but are not limited to, the following:

(1) **Academic study or professional research at an accredited institution of higher education.**

A faculty member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to his or her teaching assignment. No less than six units of course work or equivalent research per semester shall be acceptable from an accredited institution of higher education.

(2) **On-site research project.**

Special projects shall be designed to expand the faculty member's knowledge so that he or she will be a greater asset and credit to the District, worth to the student being the ultimate measure. These projects may also include development of educational programs and curricula. Projects which involve extensive travel outside the county must include a detailed itinerary.

(3) **Approved teaching or research fellowships and teacher exchange programs.**

(4) **Work or research in industry, business, or government.**

Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. Total compensation received shall not exceed the amount that would have been received had the faculty member remained in active service in the District. If necessary, compensation paid by the District shall be reduced by the appropriate amount so that the total stipend shall not exceed the faculty member's salary.

(5) **Other experiences as approved by the Governing Board.**

8.6 D. **Eligibility.**

Any regular faculty member who has served the District for six consecutive years as a faculty member shall be eligible for a leave of either one or two semesters at his/her option. Not more than one such leave may be granted to any faculty member in each seven-year period.

E. **Applications.**

(1) Applicants for sabbatical leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.

(2) Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.

(3) Applications and recommendation of each campus committee shall be forwarded to a District Sabbatical Leave committee composed of six (6) members, one each appointed by each College President, and one each by each Academic Senate. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and submission to the Governing Board.

(4) Applicants will be notified by the District Board, on or before February 1 of the final acceptance or rejection of their application.

(5) Under exceptional circumstances, late applications will be considered.

(6) After a leave has been granted, any significant change of purpose or in the detailed plan shall be cause for reconsideration of the agreement between the District and the faculty member.

F. **Compensation.**

(1) If the sabbatical leave is for two semesters, compensation shall be two-thirds of the faculty member's regular teaching salary.

(2) If the leave is for one semester, the compensation shall be the faculty member's full regular contract teaching salary for one semester. Normally, one-semester leaves must be taken during the spring semester.

(3) Salary while on leave shall be paid monthly during the fiscal year in the same manner as faculty members are paid.

(4) The District shall not pay travel costs or salary or provide remuneration other than the sabbatical leave stipend during the period of the leave. Exceptions will be considered by the Board upon the recommendation of the Chancellor or upon appeal from his/her adverse recommendation.

G. **Guarantees.**

(1) The faculty member must agree to return to the District for a period of service equal to twice the period of the leave.

(2) Any transfer of a faculty member who is on a sabbatical leave shall be subject to the Transfer Provisions of the Agreement.

8.6 G. (3) The written agreement between the District and the Faculty member is to be acceptable without requirement of bond.

H. **Accountability.**

Upon completion of the sabbatical leave, and within six months of the faculty member's return to duty, he or she shall submit to the College Presidents and the Chancellor (and the Governing Board, if requested) a report which must include transcripts of study completed, if applicable, together with an evaluation of the project pursued. The Board shall be encouraged to request a review of all reports.

I. **Incomplete Sabbatical Leave.**

If the program for sabbatical leave is interrupted because of serious accident or illness, this will not be considered a failure to fulfill the conditions under which the leave was granted; nor shall such interruption affect the amount of compensation to be paid the faculty member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within 30 days of the time of the accident, or, in the case of illness, the onset of said illness and a medical verification of same.

J. **Effect of Leave on Salary Increments and Retirement**

(1) Sabbatical leave shall be counted toward retirement. The annuity contributions shall be collected in the usual manner and all fringe benefits shall be in force.

(2) Sabbatical leave shall be counted as experience for advancement on the salary schedule.

(3) Incomplete sabbatical leaves can count toward benefits (salary, retirement, and advancement on the salary schedule) only to the extent that salary is received while the leave is in progress.

(4) Sabbatical leave shall not affect the accrual of non-contract seniority.

K. **Credits.**

Academic credits earned from any sabbatical leave may be credited toward salary increments the following September.

L. **Limitations**

(1) The number of sabbatical leaves granted each year shall not exceed 3% of the full-time faculty members (with a fraction of a faculty member rounded up) in the District, with a minimum of at least eight sabbatical leaves, including at least one at each college, except that if a reduction in force of full-time faculty is necessary due to a lack of funds, the parties agree to reopen negotiations prior to May 15 of each calendar year on the minimum number of sabbaticals to be granted per year.

If the Board chooses to grant sabbaticals in excess of the maximum number of sabbaticals permitted above, the additional sabbaticals shall be for one year.

8.6 L. (2) A list of alternates will be established and maintained by the Sabbatical Leave Committees in the event that change of plans for applicants or increase in staff permits additional grants.

M. **Priority Determinations**

(1) In the event that more applications for sabbatical leave are submitted than the above-mentioned limitation will permit, the granting of said leaves will be governed by the following list of priority determinations, listed in order of precedence:

(a) Value of the proposed leave to the individual, the students, and the District. Value of leave to the students and District is evaluated in terms of what the applicant may contribute following return through classroom teaching, leadership, curriculum development, or teaching methods.

(b) The number of previous sabbatical leaves granted applicant. An applicant for a first sabbatical leave shall be given priority over an applicant who has had a previous sabbatical leave.

(c) Seniority of service.

(d) Likelihood of continued service to the District.

(e) Reasonable distribution of sabbatical leaves among departments and divisions.

8.7 **Professional Conference Leave.**

A. Faculty members may, with approval of the appropriate Divisional Director and college administrator, be eligible for short-term paid leaves of absence to attend professional conferences directly related to their teaching or other district work assignments.

B. The length of any such short-term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.

C. No such leave shall be granted unless the faculty member has requested and received approval of the appropriate district "Convention, Meeting, or Travel Request." Approval of a faculty member's request for short-term conference leave implies that, if necessary, and available, a substitute teacher shall be provided for the faculty member's teaching responsibilities during the term of such leave.

D. The manner in which available budgetary allocations for reimbursement of faculty conference expenses shall be allocated shall be determined by each College President, and any expressed or implied commitment to reimburse such expenses shall be subject to the budgetary limitations established by the Governing Board, but in no event less than $60.00 per contract faculty member as a District-wide average. Funds available to the College for reimbursement of conference expenses may, at the discretion of the College President, be utilized to reimburse faculty members for attendance at conferences generally applicable to the educational program of the college, or conferences that a faculty member has been requested by District management to attend as a representative of the College or the District.

8.7 E. If the appropriate Divisional Director and College President approve a faculty member's "Convention, Meeting or Travel Request" that contains estimated expenses, and if funds are available to the College for reimbursement of such expenses, the faculty member to whom such short-term leave of absence has been granted will be reimbursed for the necessary and reasonable expenses of conference attendance, subject to the following guidelines:

(1) Cost of transportation shall not exceed round-trip coach, rail, or air fare where such service is readily available. The prevailing automobile mileage rate may be authorized when rail or air service is not feasible, or when numerous stops need to be made en route. When service by public carrier is readily available but auto travel is preferred by the person traveling, the equivalent of rail or plane fare will be allowed for use of a personal car. The compensation payable for use of personal car shall be at the rate determined by the Governing Board.

(2) Expenses for lodging, meals, registration fees, necessary taxi and local transportation and telephone charges are considered proper expenditures. Receipts are required for the following expenses: (1) lodging, (2) public transportation (passenger identification coupon or ticket stub required for any air, train, or bus trips) and (3) convention registration fees. In all cases it is expected charges will be reasonable for the place where conferences and meetings are held. Tip payments and service charges allowed on authorized conference and travel expenses may not be greater than 15 percent of the meal charge.

(3) Requests for reimbursements and expenses shall be reviewed and approved by the Chancellor or his/her designated representative before payment.

F. If part or all of a faculty member's expenses incurred during conference leave have been paid or reimbursed by the District, District management may require that information acquired at such conference be shared, in a written report or by other appropriate means, with the faculty member's colleagues.

ARTICLE 9
Calendar

9.1 The instructional calendar for the academic year 1986-87 (including 1986 Summer Intersession) is attached as Appendix E. Subject to the remaining provisions of this Article, the parties shall meet on or before December 1 of each year to establish the instructional calendadr for the following academic year.

9.2 The basis for a 10-month contract shall be 177 contract days and 176 teaching days within 40 consecutive calendar weeks, subject to the following:

A. For teaching contract faculty members there shall be one workday designated as a contract non-instructional day, without designation of worksite, and shall be reserved for completion of grading and preparation for classes.

B. For counselors under 11-month contract, Department Heads and Facilitators eligible for extended contracts, the contract day set forth in A above shall be part of such faculty members' total contract.

9.3 Extended contracts shall be calculated as a pro rata proportion of a 10-month contract, rounded to the nearest digit.

9.4 The District and the Federation agree to meet no later than February 15, 1987, to negotiate an early calendar format and to study the possibility of implementing an early semester calendar.

ARTICLE 10
Personnel Files

10.1 One personnel file for each faculty member shall be maintained in the District Personnel Office, and shall only contain materials necessary for the District's fulfillment of its personnel management responsibilities, and related to the faculty member's assigned duties or professional responsibilities. The faculty member shall provide the District Personnel Office with information regarding name, address, telephone number; records of professional work experience; proof of requirements fulfilled to change salary classifications; and official transcripts indicating credentials and certificates.

10.2 There shall be only one personnel file for each faculty member, except that duplicate records of information immediately relevant to fulfillment of campus management resonsibilities may be kept only in one file at the Office of the College President for contract faculty, and at the Office of Continuing Education for non-contract faculty. All personnel records shall be accorded complete confidentiality by limiting access to the following persons:

A. Members of District Management requiring use of such records, and who have received appropriate authorization for each such use from the appropriate College Pesident or Dean of Continuing Education, or from the Chancellor or Vice Chancellor, Personnel/Affirmative Action, or from any person legally authorized to act on behalf of such persons during their absence from the District.

B. The faculty member; or

C. A representative having the faculty member's written authorization to examine such records. All such written authorizations shall be attached to the personnel file.

All persons examining personnel files shall sign and date a log attached to each personnel file, and, when authorization to examine such file is required by this Article, the identify of the person providing such authorization shall be indicated.

10.3 Any item to be placed in the file must be clearly identified as to its source, author, date of preparation, and its date of receipt by the District, and, by its content or by other appropriate means, shall contain an indication that the faculty member initiated placement of the document in the file, or previously received a copy of the document, or otherwise received notice that the document was to be placed in such file. The foregoing requirement for notification shall not be applicable to confidential documents as set forth in Section 10.6 below.

10.4 A faculty member may place materials relevant to his/her assigned duties or professional responsibilities in his/her personnel file at the District Personnel Office.

10.5 A faculty member may inspect and reply to any item in his/her personnel file and this response shall be attached to the item. Information of a derogatory nature shall not be entered or filed unless and until the faculty member is given notice and an opportunity for review and reply. The reply shall be attached to the item.

10.6 A faculty member shall have the right to request and receive a copy of any item in his/her file, provided that nothing in this Article shall entitle a faculty member or his/her representative to have access to records defined as confidential under Federal and State statutes.

ARTICLE 11
Non-Contract Faculty

11.1 The District shall not terminate the services of non-contract faculty members for arbitrary or capricious reasons. When the services of a non-contract faculty member are terminated, the faculty member and the Federation shall receive written notice of the termination. In addition, the faculty member shall receive a written statement of the reasons for termination.

11.2 If legislative action or a judicial determination results in the requirement that hourly-rate faculty members receive any form of pro rata compensation, seniority, or job retention rights, the parties shall promptly meet and negotiate concerning any and all portions of this Agreement that may be affected by such legislative action or judgment.

11.3 When the services of an hourly-rate faculty member are to be unavailable because of acceptance of a temporary contract assignment in any district for a period of not more than one year, the Board, upon recommendation of the appropriate College President and the Chancellor, may provide such faculty member with assurance of re-employment in a comparable hourly assignment following return from the temporary contract assignment.

ARTICLE 12
Evaluation

12.1 The evaluation procedures of this Article are to assist in the continued maintenance and improvement of the traditional high quality of faculty performance in instructional services to the students and to the District. The evaluation process should be implemented in a positive, supportive manner that encourages self-improvement and excellence in the faculty members' areas. All faculty members shall participate in the evaluation process set forth below and shall receive evaluation on all paid activities performed for the District including those activities set forth in Articles 3, 5 and 13.

12.2 The criteria upon which faculty members will be evaluated are as follows:

A. Classroom Teaching Faculty:

(1) Continuing professional development in subject areas of assignment.

(2) Current curriculum preparation for courses assigned.

(3) Complete and timely preparation for classes taught.

(4) Class objectives being achieved.

(5) Class meetings held as scheduled.

(6) Necessary administrative paperwork processed in a timely, accurate and appropriate manner.

(7) Colleagues and staff treated in a professional manner.

(8) Students treated with sensitivity.

B. Non-Classroom Teaching Faculty:

(1) Continuing professional development in service area of assignment.

(2) Current preparation for service assignment.

(3) Service assignment objectives being achieved.

(4) Students treated with sensitivity.

(5) Colleagues, staff and public treated in a professional manner.

(6) Necessary paperwork processed in a timely, accurate and appropriate manner.

(7) Appointments and work assignments held as scheduled.

12.3 Faculty evaluation shall be comprised of the following components:

A. Management Appraisal.

B. Peer Appraisal.

C. Student Appraisal. Student appraisals shall be administered by the faculty member and discussed with the immediate supervisor when completed. The student appraisal forms, as shown in Appendix D, shall not be maintained as part of the evaluation materials maintained in the personnel file except at the faculty member's request.

D. Self Appraisal.

E. Site Visitation, with advance notification to the affected faculty member of the week in which such visitation will occur.

12.4 **The following schedule will be followed for evaluation purposes:**

A. **Regular faculty members shall be evaluated at least once every two (2) years.**

B. **Contract (1st- and 2nd-year contracts) faculty members shall be evaluated not less than once during the academic year.**

C. **Temporary full-time faculty shall be evaluated during the first semester of employment and annually thereafter.**

D. **Temporary part-time hourly faculty shall be evaluated at least once during the first semester of employment with the District, and at least once every fifth (5th) semester or third (3rd) year thereafter, whichever occurs first.**

12.5 **The process for faculty evaluation shall consist of the following procedures:**

A. **Full-Time Teaching Faculty:**

(1) **The evaluation shall be coordinated by an evaluation committee consisting of the following members:**

(a) **The immediate management supervisor (Chair), provided that all reasonable efforts will be made to accommodate a faculty member's objection to a particular manager.**

(b) **The faculty member being evaluated.**

(c) **A faculty member selected by the Academic Senate.**

(d) **A faculty member selected by the faculty member being evaluated.**

(2) **The preparation timeline for the self-appraisal shall be under the supervision of the evaluation committee and reported on Form A1, located in Appendix D. (Hereafter, all evaluation forms referred to in this Article are located in Appendix D.)**

(3) **A peer appraisal conducted by the two faculty members on the evaluation committee reported on Form A2.**

(4) **Site visitation made by peers and the immediate management supervisor, reported on Form A3.**

(5) **An evaluation shall be prepared by the management supervisor summarizing the findings of the peer appraisal, the self-appraisal, and the site visitation reports. This evaluation shall include consideration of all qualities considered and reported on Form A4. This evaluation report is to include commendations for work well done and recommendations for improvement.**

B. **Full-Time Non-Classroom Teaching Faculty:**

(1) **The evaluation shall be coordinated by an evaluation committee consisting of the following members:**

(a) **The immediate management supervisor (Chair), provided that all reasonable efforts will be made to accommodate a faculty member's objection to a particular manager.**

12.5 B. (1) (b) **The faculty member being evaluated.**

(c) **A faculty member selected by the Academic Senate.**

(d) **A faculty member selected by the faculty member being evaluated.**

(2) **The preparation timeline for the self-appraisal shall be under the supervision of the evaluation committee and reported on Form B1.**

(3) **A peer appraisal conducted by the two faculty members on the evaluation committee reported on Form B2.**

(4) **Site visitation made by peers and the immediate management supervisor, reported on Form B3.**

(5) **An evaluation shall be prepared by the management supervisor summarizing the findings of the peer appraisal, the self-appraisal, and the site visitation reports. This evaluation shall include consideration of all qualities considered and reported on Form B4. This evaluation report to include commendations for work well done and recommendations for improvement.**

C. **Non-Contract Faculty:**

(1) **The evaluation shall be coordinated by an evaluation committee consisting of the following members:**

(a) **The immediate management supervisor (Chair), provided that all reasonable efforts will be made to accommodate a faculty member's objection to a particular manager.**

(b) **The faculty member being evaluated.**

(c) **At the faculty member's option, a peer.**

(2) **The procedures followed and forms used will be identical to those used in the evaluation of:**

(a) **Full-time classroom teaching faculty; or**

(b) **Full-time non-classroom teaching faculty.**

12.6 **All evaluation forms other than student evaluations will be maintained in the faculty member's District personnel file, with a copy of the summary evaluation to be retained on the campus.**

12.7 **Faculty members may grieve the alleged improper application of the procedures set forth in this Article. Faculty members may not grieve the content of an evaluation unless the overall rating is unsatisfactory.**

ARTICLE 13
Support Staff

13.1 **Department Head.** Additional positions of Department Head shall be established by the District, when it has been determined that a need exists within a college department or a service area for assistance, advice, and counsel in the operation of an instructional or service area on a regular and continuing basis. Names of all Department Heads shall be submitted for Board approval. The duties of Department Heads shall be determined jointly by the immediate supervisor and the faculty of the department.

A. Department Heads will be appointed by the Board for terms of one year. Faculty members in departments for which Department Head positions have been approved by the Board may utilize any elective or other procedure deemed appropriate by a majority of such faculty members for formulation of their recommendations to the Board through the College President and the Chancellor.

B. Extra duties and responsibilities of Department Heads shall be recognized and compensated by a 10¼ month extended contract and 100 hours of pay per semester for duties actually performed at the appropriate established part-time hourly rate. Department Heads may not teach overload assignments, but shall continue to accrue non-contract seniority during their service as Department Heads if they held non-contract seniority immediately preceding such service.

13.2 **Facilitator.** Facilitator positions requiring more than 25 hours of service per semester shall be established by the District, upon recommendation of the College Presidents, when it has been determined that a need exists for special assistance, advice, and counsel in the operation of an instructional or service area. Facilitator positions requiring 25 hours of service or less per semester shall be established by the College President. Names of all Facilitators shall be submitted for Board approval. The duties of Facilitators shall be determined and assigned by the immediate supervisor.

A. Facilitators will be appointed by the Board for terms of up to one year. All Facilitator positions will be advertised on campus through the Office of Continuing Education to the faculty at least five working days prior to selection. The appropriate manager shall interview qualified applicants and make a recommendation to the College President.

Exception to the above shall be made for facilitator hours related to the following assignments:

EOPS Counselor/Coordinator
Coordinator, Special Education
Veterans, Counselor/Coordinator
BVA/SPVC Counselor/Coordinator
Coordinator, Student Health Services

Any facilitator hours (up to 100 hours per semester) related to the above assignments shall be offered first to the faculty member employed in that contract assignment. If the contract faculty member assigned to any of the above positions declines such facilitator hours, such facilitator position(s) shall be advertised in accordance with the terms of this Article.

ARTICLE 13
Support Staff *Continued*

13.2 B. Extra duties and responsibilities of Facilitators shall be recognized and compensated by up to 100 hours of pay per semester at the appropriate established part-time hourly rate. The College President may recommend annually an extended contract of ¼ month for those Facilitators who are assigned 100 hours per semester.

C. Contract faculty members serving as Facilitators may have an hourly assignment in combination with the Facilitator assignment as specified in 5.4 A. Part-time faculty may not exceed a combination greater than 60% FTE. Facilitators shall continue to accrue non-contract seniority during their service as facilitators if they hold non-contract seniority immediately preceding such service.

ARTICLE 14
Transfers

14.1 A transfer is a change of college location of a contract faculty member within the same position classification.

14.2 **Voluntary Transfer:** A qualified contract faculty member who has applied for voluntary transfer, and has the concurrence of the department to which he/he wishes to transfer, may be allowed to transfer to another college with the approval of the affected Division Directors and College Pesident, and the Chancellor or his/her designee. If more than one qualified faculty member applies for voluntary transfer to the same available position, District seniority shall be the determining factor when two or more such applicants are equally qualified in terms of credentials, major and minor fields, evaluations and experience. All contract faculty members shall be notified by the District mail of initial available openings at least three (3) days before publication of any public announcement. Qualified contract faculty members who have applied for voluntary transfer to an available contract position prior to public announcement of such position shall receive first consideration for transfer to such position, but thereafter shall be considered part of the overall applicant pool.

14.3 **Involuntary Transfer:** If enrollment decreases, or cancellation or relocation of classes or programs require the relocation of contract faculty among the colleges, all reasonable efforts will be made to:

A. Accomplish such relocation by means of voluntary transfers as set forth in 14.2 above; or

B. Avoid such relocation by such voluntary reassignments within the college as the College President may approve.

If such relocation cannot be accomplished by voluntary transfers, District seniority of contract faculty members possessing needed qualifications within the relevant department and discipline shall prevail. A contract faculty member who has been involuntarily transferred shall have first right to be transferred to any available contract opening in his/her former department, discipline, and college for a period of 39 months following such involuntary transfer. Such right may be extended thereafter by the faculty member's filing of a yearly written notification with the District Personnel Office.

14.4 Whenever used in this Agreement, "District Seniority" shall mean a contract faculty member's continuous service, including all authorized paid and unpaid leaves of absence, since the date that such faculty member first rendered paid contract service or accepted employment, if prior to July 1, 1947), in the District or in the Ventura Unified School District prior to the separation of such Districts. Except as otherwise required by State law, application of District seniority shall not be utilized to deprive unit members of benefits that would otherwise be enjoyed as a result of this Agreement.

ARTICLE 15
Resignation

15.1 A resignation is a voluntary statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.

15.2 If a resignation of a contract assignment is submitted with a proposed effective date that falls within the academic year, the District will make all reasonable efforts to secure a suitable replacement or replacements not later than the beginning of the following academic semester. However, the effective date of such resignation shall be subject to such extension, up to the end of the academic year, as the Board may direct if the District would be unable to maintain continuity of its educational program because of its inability to obtain a suitable replacement from among a satisfactory applicant pool.

15.3 A faculty member may resign from his/her hourly assignment at any time.

15.4 All resignations at a college shall be submitted to the College President, who shall submit it to the Chancellor. Resignations shall not be transmitted by the Chancellor to the Governing Board for action sooner than 48 hours after receipt, nor later than the next scheduled Board meeting after the expiration of the 48-hour time limit.

15.5 A faculty member shall have the right to withdraw his/her resignation at any time prior to Board acceptance. Such request to withdraw the resignation must be made in writing prior to acceptance of the resignation by the Governing Board.

15.6 After Board acceptance of a resignation, a written request by the resigned faculty member to withdraw the resignation shall be considered if it is in the best interests of the District, such determination to be made by the Governing Board.

ARTICLE 16
Grievance Procedure

16.1 **Preface.** It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, very effort to resolve such complaints through informal conferences between the parties involved should be made without recourse to the grievance procedure. Since these informal conferences are not intended to be part of this grievance procedure, the discussion of any matter in such informal conferences shall not be considered a waiver of the right of any party to later raise a complaint or defense in the grievance procedure if the informal conferences are unsuccessful in resolving the complaint.

16.2 A. A grievance is a written complaint alleging that there has been a refusal to apply this Agreement or a misinterpretation or misapplication of the terms of this Agreement.

B. For the purposes of this procedure, a grievant may be an individual faculty member, except the Federation may file a grievance on Article 17, Federation Rights. Any grievant shall be entitled to a Federation representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing his/her grievance without the assistance of a representative.

16.3 A grievance shall be submitted on the grievance form appended hereto as Appendix C. This form shall be provided by the District and shall be available at the District Office, the Office of the President of each college, and from the Federation.

16.4 Written notifications or decisions to be provided under this grievance procedure may be hand delivered to the appropriate person or left with a person in charge of the office of the appropriate person, or mailed by certified U.S. mail, return receipt requested. If hand delivered, the date of such delivery shall be considered the date of submission. If mailed by certified U.S. mail, the date of the postmark shall be considered as the date of submission..

16.5 During the processing of faculty member grievances, both the grievant and the District shall make a good faith effort to provide available records and documentation in support of any position taken, provided that materials contained in the personnel file of faculty members other than the grievant shall be made available only with the consent of such faculty members. The grievant shall be deemed to have given such consent by the filing of his/her grievance.

16.6 No faculty member submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect of the submitted grievance without the presence of such representative.

16.7 All reasonable efforts should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of the work assignments of the faculty. The grievant, one Federation representative, and any witness requested or agreed upon by District management, may attend such meetings with District management without loss of compensation and, if requested, substitutes will be provided at District expense.

ARTICLE 16
Grievance Procedure *Continued*

16.8 No grievance shall be resolved without first affording the Federation an opportunity to review the grievance, all evidence presented, and its proposed solution.

16.9 If it appears that the same grievance or substantially the same grievance has been submitted by more than one faculty member, the parties shall meet and attempt to agree upon a procedure for the handling of such grievances. If the parties agree that such grievances are sufficiently similar to create a reasonable probability that a resolution of one many produce results that should be equally applicable to all such grievances, the grievances may be consolidated for process as a single grievance, provided that any faculty member whose grievance is affected by such consolidation shall be notified of the proposed consolidation, and may, within five (5) working days after receipt of such notice, provide the District and the Federation with written notice of his/her election to have his/her grievance processed separately.

16.10 All documents and communications relating to any grievance shall not be made part of any District files, personnel or otherwise, except that the District may maintain a separate confidential grievance file in the District Personnel Office. Any information contained solely in such file shall not be utilized in any evaluation or in providing any employment reference or recommendation.

16.11 No discrimination of any kind shall be taken against any participant in the grievance procedure by reason of such participation. Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and the grievance is terminated.

16.12 **Grievance Procedure**

A grievance must be submitted within 15 working days after the grievant first knew, or by reasonable diligence should have first known, of the condition(s) upon which the grievance is based, provided that the time limit shall be exended by 5 working days if an informal conference is held.

STEP I: IMMEDIATE SUPERVISOR

If the informal conferences fail to resolve satisfactorily a complaint, the aggrieved faculty member may submit the grievance in writing to his/her appropriate immediate supervisor and appropriate Dean. The immediate supervisor and/or Dean shall render a written decision upon the grievance to the grievant and the Federation within ten (10) working days after its submission.

16.12 **STEP II: COLLEGE PRESIDENT**

If the grievant is not satisfied with the written decision in Step I, he/she may appeal the decision with five (5) working days after the receipt of the written decision in Step I to the College President and/or Dean under whose jurisdiction the grievance occurred. The College President shall render a written decision to the grievant and the Federation within ten (10) working days after submission of the appeal.

STEP III: CHANCELLOR

If the grievant is not satisfied with the written decision in Step II, he/she may appeal the decision with five (5) working days after the receipt of the written decision in Step II to the Chancellor or designee. The Chancellor or designee shall, upon request, meet promptly with the grievant to discuss the grievance. The Chancellor or designee shall render a written decision to the grievant and the Federation within ten (10) working days after submission of the appeal.

STEP IV: MEDIATION

If the grievant is not satisfied with the written decision in Step III, the Federation may appeal the grievance on his/her behalf to Step V, or, at the written request of either the grievant, the Federation or the District, within five (5) working days after the grievant's receipt of the written reply in Step III, the grievance shall first be submitted to a conciliator of the California State Mediation and Conciliation Service for mediation and recommendation.

STEP V: ARBITRATION

A. If the grievant is not satisfied with the written decision in Step III (or the recommendation in Step IV, if applicable), within ten (10) working days after receipt of the written decision in Step III (or the recommendation in Step IV, if applicable), the Federation may notify the Chancellor or his/her designee in writing of its request to have the grievance submitted to binding arbitration.

B. The Federation and the District shall attempt to agree upon an arbitrator, and if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of seven (7) names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such list by lot, and alternately strike names from such list until a single name remains.

C. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Federation. All other expenses, including fees for witnesses, or the cost of substitutes for witnesses, shall be borne by the party incurring them.

D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers hereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the arbitrability of the issue.

16.12 E. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.

F. The District and the Federation may agree to any mutually acceptable procedure for expedited arbitration.

ARTICLE 17
Federation Rights and Activities

17.1 Members of the Federation may submit to the Payroll Office, on forms supplied by the Federation and approved by the District, requests for payroll deductions of Federation dues and for such other deductions as may have been approved by the District.

17.2 Funds deducted for Federation dues pursuant to this Article will be remitted to the Federation within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.

17.3 The District will provide the Federation with a statement, accompanying the remittance, indicating the amount of dues deducted during the preceding pay period and the amount to be remitted to the Federation.

17.4 The Federation shall have the right of access to areas in which employees work, the right to use institutional bulletin boards, mailboxes, District mail services, and institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations. Arrangements for use of District facilities shall be made in accordance with established District procedures.

17.5 The Federation shall be entitled to an ex-officio representative at all Board meetings.

17.6 The District shall furnish the Federation with an up-to-date listing of all faculty as of the October and March payroll periods, and shall furnish the Federation with all election lists and all available lists of addresses of full-time and part-time faculty.

17.7 Sufficient copies of this Agreement shall be printed by the District to assure the availability of a copy to each existing faculty member, and to each new faculty member offered employment during the term of this Agreement.

17.8 Designated representatives of the Federation and designated representatives of the Board shall meet monthly on a mutually agreed upon date, time, and place to review administration of the Agreement. The provision of such meetings shall not be deemed a part of the grievance procedure or any form of negotiations, provided that such meetings may be utilized to afford Federation representatives appropriate rights to consultation under relevant provisions of the California Government Code.

17.9 The District shall provide the Federation with a current Board Policy Manual, and shall provide the Federation with a copy of all approved changes and amendments for inclusion in such manual.

17.10 If, during the term of this Agreement, any proposals are made to the Board for changes in Board policies 4.08a, 4.12, 4.13 or 5.01(a), such proposals shall be transmitted to the Federation not less than fifteen (15) days prior to any proposed Governing Board action, and, upon request, District representatives shall meet and negotiate with Federation representatives.

17.11 In addition to other information to be provided under this Article, District management shall make reasonable efforts to provide authorized Federation representatives with access to all documents of public record that would assist the Federation in carrying forth its duties of representation and administration of this Agreement.

ARTICLE 17
Federation Rights and Activities *Continued*

17.12 The District shall not implement any recommendation of any advisory committee in any manner that is inconsistent with the terms of this Agreement.

17.13 The Federation shall be entitled to .8 FTE released time per semester.

ARTICLE 18
Effect of Agreement

18.1 The District shall not discriminate against faculty members because of their membership in the Federation or because of their exercise of other rights as provided in this Agreement.

18.2 The wages, hours, and other terms and conditions of employment expressed or implied in any individual contract of employment between the District and a faculty member shall be subject to the terms of this Agreement.

18.3 The Agreement shall be deemed to supersede any and all policies, rules, and regulations that are contrary to or inconsistent with its terms.

18.4 No faculty member covered by this Agreement shall suffer a reduction in preexisting salary or health and welfare fringe benefits because of the signing of this Agreement.

18.5 The District and its representatives shall take no action in violation of or inconsistent with any provision of this Agreement.

18.6 Should any Article, Section or Clause of this Agreement be declared illegal by the final judgment of a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or Clause. In addition, upon the request of either party, the District and the Federation shall promptly meet and negotiate in an attempt to agree upon appropriate amendments to the Agreement with respect to any such matter declared to be illegal.

18.7 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through bargaining and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

18.8 It is agreed and understood that there will be no strike, work stoppage, slow-down, or picketing (except lawful informational picketing), or refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted activities intended to interfere with the operations of the District by the Federation or by its officers or agents during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, (or other concerted activities intended to interfere with the operations of the District) by faculty members, who are representated by the Federation, the Federation agrees in good faith to take all necessary step to urge those employees to cease such action, even if such action was without the concern or sanction of the Federation. Nothing contained in this section shall be construed to give any right of concerted action or to waive any legal rights otherwise available to either of the parties.

ARTICLE 19
District Rights

Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the kinds and number of personnel required; maintain the efficiency of District operations; determine the curricula; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, evaluate, promote, terminate and discipline employees.

shall be from January 13, 1987 until June 30, 1989.

20.2 In the event that either party hereto desires to open the provisions of Section 3.1B, 3.4B, 3.4C, 3.8, 4.5 and 4.13, and, by mutual agreement of both parties, additional sections of this Agreement, such party shall serve upon the other, during the period from June 1 through July 15 of each year, its full proposal for amendment of such sections. If such proposals are served, negotiations will begin not later than September 15 of each year.

In the event that either party hereto desires to open the provisions of Section 5.2.B(4), such party shall serve upon the other no later than February 15, 1987, its full proposal for the amendment of such section.

20.3 In the event that either party desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from December 15, 1988 to January 15, 1989, its written request to commence negotiations as well as its proposals for any modifications or alterations of this Agreement that it proposes to include in such successor Agreement. Any Article or Section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, 1989.

IN WITNESS WHEREOF
Signatures

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as a mutual recommendation to the Governing Board this 13th day of January, 1987.

For Ventura County Community College District	For the Ventura County Federation of College Teachers AFT Local 1828, AFL-CIO
	Jean Lupton
	John W Wagner

On the 13th day of January, 1987, the Governing Board of the Ventura County Community College District voted, by the following votes, to *approve* the above Agreement in its entirety:

Bender yes

Oren yes

Ely absent

Elizondo yes

Tarleton yes

ATTEST:

A. Fernandez

Alfred P. Fernandez, Ph.D.
Secretary to the Governing Board

APPENDICES

APPENDIX A
Negotiating Procedures

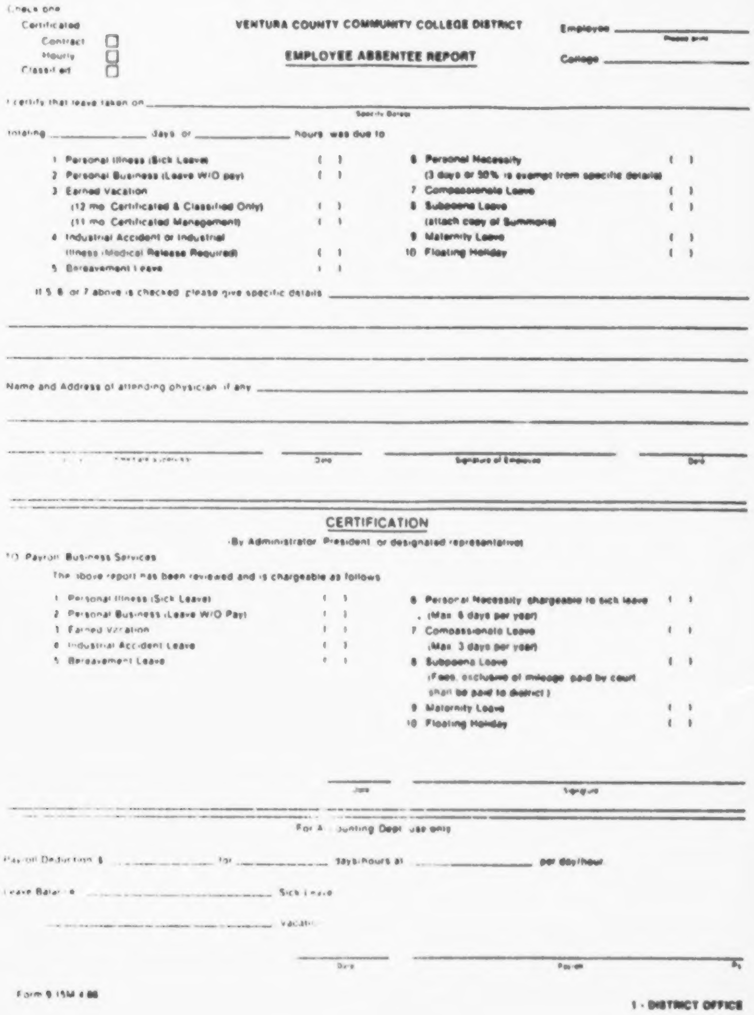
The agreements and conditions set forth herein shall govern negotiations between the District and the Federation for the initial negotiated Agreement between such parties, and, to the extent that such Agreement is in effect during negotiations for any successor agreement, shall govern such negotiations up to and including the end of the term of the initial negotiated Agreement between the parties.

1. A chief negotiator shall be appointed by each party and shall be the principal spokesperson for such party at all times. Both parties shall be free to select their own chief negotiators.
2. Each party agrees to limit its negotiating committee to a maximum of nine persons. However, either team may make use of not more than two resource persons at any given time with specific information about some item or items being negotiated and such persons may be pesent to provide such information but at no other time(s).
3. The time, place and duration of negotiating sessions shall be determined by the respective chief negotiators or their designee. Counterproposals shall be in writing and, subject to the provisions of Government Code Section 3547, shall be presented as expeditiously as possible.
4. The parties shall meet not less than two negotiating sessions every two weeks and an average of not less than eight working hours per week. A negotiating session can only be terminated by mutual consent or for good cause, such as a major emergency.
5. Each negotiating committee shall be responsible for notification of its members regarding the time, date, and place of all meetings.
6. At the conclusion of each negotiating session, the parties shall attempt to arrive at an agenda of matters to be discussed at the succeeding negotiating session, provided that additional items may be discussed at any negotiating session with the mutual consent of both parties.
7. Either chief negotiator may call a caucus at any time.
8. It is agreed that no recording devices or steographic reporters will be utilized for the keeping of records or notes of any negotiating session.
9. No scheduled negotiating session will be cancelled except by mutual consent or for good cause, such as a major emergency, and in the event of cancellation, both chief negotiators shall be responsible for notification of their respective committees.
10. No observers shall be allowed to be present at any negotiating session.
11. Any section or article of a proposed agreement which is tentatively agreed to by the parties shall be initialed by the chief negotiators at the beginning of the next scheduled negotiating session, and thereafter can only be reopened upon the mutual consent of both parties. No tentative agreement shall become effective until the entire contract has been ratified by both parties.
12. In the event that an agreement cannot be reached on any or all of the items being negotiated, impasse may be declared by either party but only after a good faith effort to resolve all differences has been made. Impasse procedures to be utilized shall be those established by the PERB.

APPENDIX A
Negotiating Procedures *Continued*

13. Use of facilities, equipment and supplies. The Federation negotiating committee may, during weeks in which negotiations are scheduled, make reasonable use of District typewriters, duplicating machines and supplies for the purpose of preparing proposals and counterproposals for presentation at the negotiating table, when such equipment and supplies are not otherwise required for district business.

APPENDIX B
Employee Absentee Report



Check one
Certificated
Contract ☐
Hourly ☐
Classified ☐

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

EMPLOYEE ABSENTEE REPORT

Employee ______________
Please print

College ______________

I certify that leave taken on ______________
Specify Dates

totaling __________ days or __________ hours was due to

1 Personal Illness (Sick Leave) ( )
2 Personal Business (Leave W/O pay) ( )
3 Earned Vacation
(12 mo. Certificated & Classified Only) ( )
(11 mo. Certificated Management) ( )
4 Industrial Accident or Industrial
Illness (Medical Release Required) ( )
5 Bereavement Leave ( )
6 Personal Necessity ( )
(3 days or 50% is exempt from specific details)
7 Compassionate Leave ( )
8 Subpoena Leave ( )
(attach copy of Summons)
9 Maternity Leave ( )
10 Floating Holiday ( )

If 5, 6 or 7 above is checked, please give specific details ______________

Name and Address of attending physician, if any ______________

[illegible] Date Signature of Employee Date

CERTIFICATION
(By Administrator, President, or designated representative)

TO: Payroll Business Services
The above report has been reviewed and is chargeable as follows

1 Personal Illness (Sick Leave) ( )
2 Personal Business (Leave W/O Pay) ( )
3 Earned Vacation ( )
4 Industrial Accident Leave ( )
5 Bereavement Leave ( )
6 Personal Necessity chargeable to sick leave ( )
(Max. 6 days per year)
7 Compassionate Leave ( )
(Max. 3 days per year)
8 Subpoena Leave ( )
(Fees, exclusive of mileage, paid by court shall be paid to district.)
9 Maternity Leave ( )
10 Floating Holiday ( )

Date Signature

For Accounting Dept. use only

Payroll Deduction $ __________ for __________ days/hours at __________ per day/hour

Leave Balance __________ Sick Leave
__________ Vacation

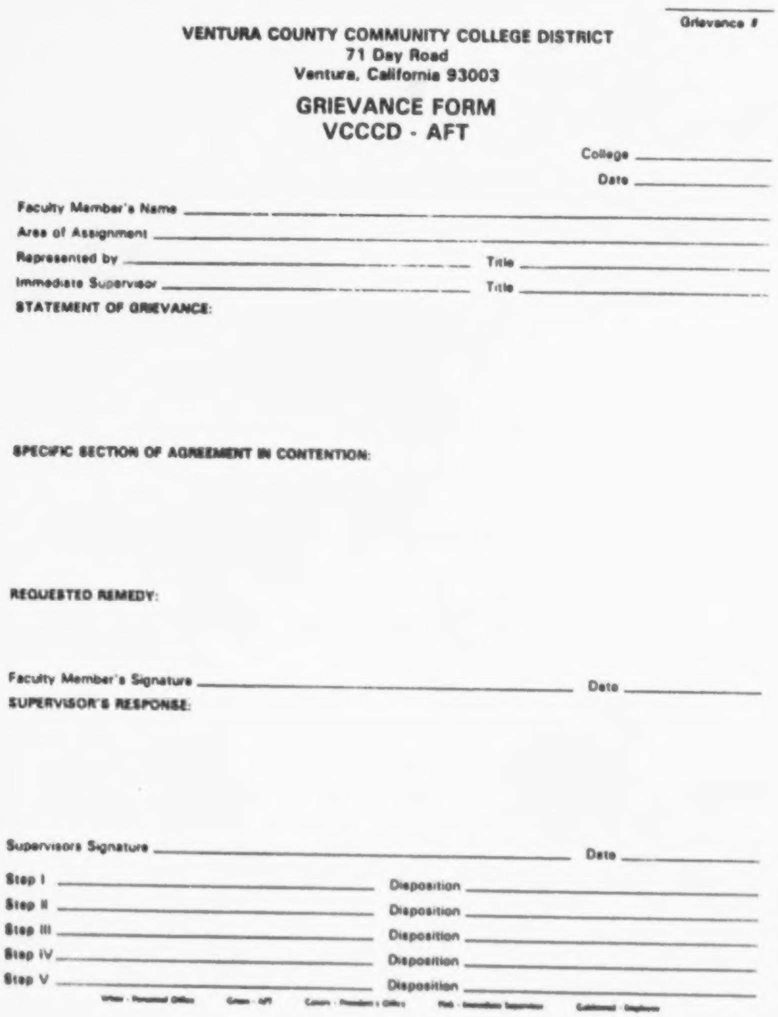
Date Payroll

Form 9 15M 4 86

1 - DISTRICT OFFICE

BEST COPY AVAIL

APPENDIX C
Grievance Form



Grievance #

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
71 Day Road
Ventura, California 93003

GRIEVANCE FORM
VCCCD - AFT

College ____________
Date ____________

Faculty Member's Name ____________
Area of Assignment ____________
Represented by ____________ Title ____________
Immediate Supervisor ____________ Title ____________

STATEMENT OF GRIEVANCE:

SPECIFIC SECTION OF AGREEMENT IN CONTENTION:

REQUESTED REMEDY:

Faculty Member's Signature ____________ Date ____________

SUPERVISOR'S RESPONSE:

Supervisors Signature ____________ Date ____________

Step I ____________ Disposition ____________
Step II ____________ Disposition ____________
Step III ____________ Disposition ____________
Step IV ____________ Disposition ____________
Step V ____________ Disposition ____________

APPENDIX D
Faculty Evaluation Procedures and Forms

1. Before November 1 of each academic year all employees to be evaluate during that academic year will be identified and advised of the procedure to be followed in effecting the evaluation process. Normally this will involv a meeting prior to the evaluation with an appropriate administrator o immediate supervisor concerning the details and procedures of the evaluatio system.

2. The evaluation procedure at Moorpark College, Oxnard College, Ventur College and the District Office will consist of the use of FORM A1-4 fo Classroom Teaching Faculty, FORM B1-4 for Non-Classroom Teaching Faculty and Form C1 for both Classroom and Non-Classroom Teaching Faculty Evaluation forms are titled and numbered as follows:

FORM A/B 1	- Faculty Self Appraisal Report
FORM A/B 2	- Faculty Appraisal Report
FORM A/B 3	- Report of Classroom Visit or Site Visit
FORM A/B 4	- Evaluation Committee Chair's Summary Report
FORM C1	- Summary Evaluation Report
FORM A5	- Student Reaction Study
FORM B5	- Student Evaluation of Non-Classroom Teaching Faculty
FORM A6	- Student Rating of Instructors
FORM A7	- Student Anonymous Questionnaire
FORM A8	- Student Evaluation Form

3. FORM A/B 2 is the basic document for recording evaluation information. I is to be completed by the Committee chair and each person involved in th evaluation. On-site visitation by a manager or a peer will result in th completion of Form A/B 3.

4. All of the forms completed by the evaluatee and the evaluators will b forwarded to the College President for review. The College President will then prepare a Summary FORM C1. All evaluation forms, with the exception o the Student Evaluations, will be maintained in the faculty Member's District personnel file with a copy of the FORM C1 - Summary Evaluation Report t be maintained on campus.

5. Action necessary as a follow-up to the evaluation will be summarized in FORM C1. It is the responsibility of the College President or his/her designe working with the evaluatee to implement the agreement upon plans fo professional development.

APPENDIX D
Faculty Self-Appraisal Report Form A1 *Page 1*

FACULTY SELF-APPRAISAL REPORT
CLASSROOM TEACHING FACULTY

MC ___
OC ___
VC ___

NAME ________________________________ Date ____________

ASSIGNMENT ________________________________ STATUS Temporary ___
Contract 1 ___
Contract 2 ___
Regular ___
Hourly ___

This form is your self appraisal report which records your own assessment of your performance

The primary purpose of evaluation is to assist in the continued maintenance and improvement of the traditional high quality of faculty performance in service to the students and the District

The following items should be considered in the evaluation process. Positive comments should be noted as applicable. Any comment which indicates either need for improvement or unsatisfactory performance must be specific in describing the deficiency noted. Extra sheets may be added if needed. This form should be completed and forwarded to the chair of the evaluation committee

*Areas to be evaluated:

1 A Continued professional development in subject areas of assignment: ________________

B. Current curriculum preparation for courses assigned: ________________

C Complete and timely preparation for classes taught: ________________

D Class objectives being achieved: ________________

E Class meetings being held as scheduled: ________________

F Necessary paperwork processed in a timely, accurate and appropriate manner: ________________

G Colleagues and staff treated in a professional manner: ________________

H Students treated with sensitivity: ________________

*If more space is needed attach additional pages.

(over)

1033

APPENDIX D
Faculty Self-Appraisal Report Form A1 *Page 2*

FACULTY SELF-APPRAISAL REPORT
CLASSROOM TEACHING FACULTY
Page 2

2. What are the reactions of students to your instruction? Indicate how you gained this information.

3. What are your plans for professional improvement during the next two years?

4. What can be done to help you improve your services?

Faculty Member's Signature ________________________ Date ____________

I have reviewed this faculty member's self-appraisal

________________________ ____________
Signature of Committee Chair Date

________________________ ____________
Signature of President Date

Form A1

a ventura college publication 7 87

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APPENDIX D
Faculty Self-Appraisal Report Form B1 *Page 1*

District ___
MC ___
OC ___
VC ___

FACULTY SELF-APPRAISAL REPORT
NON-CLASSROOM TEACHING FACULTY

NAME ______________________ Date ________

ASSIGNMENT ______________________ STATUS Temporary ___
Contract 1 ___
Contract 2 ___
Regular ___
Hourly ___

This form is your self appraisal report which records your own assessment of your performance

The primary purpose of evaluation is to assist in the continued maintenance and improvement of the traditional high quality of faculty performance in service to the students and the District.

The following items should be considered in the evaluation process. Positive comments should be note[illegible]plicable Any comment which indicates either need for improvement or unsatisfactory performance must [illegible]ecific in describing the deficiency noted Extra sheets may be added if needed. This form should be completed anc [illegible]rded to the chair of the evaluation committee.

*Areas to be evaluated

1. A. Continued professional development in service area of assignment ______________________

   B. Current preparation for service assignment: ______________________

   C. Service assignment objectives being achieved ______________________

   D. Appointment and work assignments held as scheduled: ______________________

   E. Necessary paperwork processed in a timely, accurate and appropriate manner: ______________________

   F. Colleagues, staff and public treated in a professional manner. ______________________

   G. Students treated with sensitivity: ______________________

*If more space is needed attach additional pages

(over)

APPENDIX D
Faculty Self-Appraisal Report Form B1 *Page 2*

FACULTY SELF-APPRAISAL REPORT
NON-CLASSROOM TEACHING FACULTY
Page 2

2. What are the reactions of students to your services? Indicate how you gained this information

3. What are your plans for professional improvement during the next two years?

4. What can be done to help you improve your services?

Faculty Member's Signature ______________________ Date ____________

I have reviewed this faculty member's self appraisal

______________________ Signature of Committee Chair ____________ Date

______________________ Signature of President ____________ Date

Form B1

a ventura college publication 7/87

APPENDIX D
Faculty Appraisal Report Form A2 *Page 1*

FACULTY APPRAISAL REPORT
CLASSROOM TEACHING FACULTY

MC ____
OC ____
VC ____

Chair's Report ____
Peer Report ____

NAME ______________________________ Date ____________

ASSIGNMENT ______________________________ STATUS: Temporary ____
Contract 1 ____
Contract 2 ____
Regular ____
Hourly ____

The primary purpose of evaluation is to assist in the continued maintenance and improvement of the traditional high quality of faculty performance in service to the students and the District

The following items should be considered in the evaluation process. Positive comments should be noted as applicable. Any comment which indicates either need for improvement or unsatisfactory performance must be specific in describing the deficiency noted. Extra sheets may be added if needed. This form should be completed and forwarded to the chair of the evaluation committee.

*Areas to be evaluated:

1 A Continued professional development in subject areas of assignment ______________________________

B Current curriculum preparation for courses assigned: ______________________________

C Complete and timely preparation for classes taught: ______________________________

D. Class objectives being achieved: ______________________________

E Class meetings being held as scheduled: ______________________________

F Necessary paperwork processed in a timely, accurate and appropriate manner: ______________________________

G Colleagues and staff treated in a professional manner: ______________________________

H. Students treated with sensitivity: ______________________________

*If more space is needed attach additional pages.

(over)

APPENDIX D
Faculty Appraisal Report Form A2 *Page 2*

FACULTY APPRAISAL REPORT
CLASSROOM TEACHING FACULTY
Page 2

2 What are the reactions of students and/or others to his/her instruction? Indicate how you gained this information.

3 What can be done to help improve his/her services?

If you have completed a FORM A3 Report of Classroom Visit, you must attach it to this form. This form and the FORM A3 (if attached) must be signed by you and the faculty member being evaluated

Faculty Member's Signature ______________________________ Date ____________

I have reviewed this faculty member's self appraisal

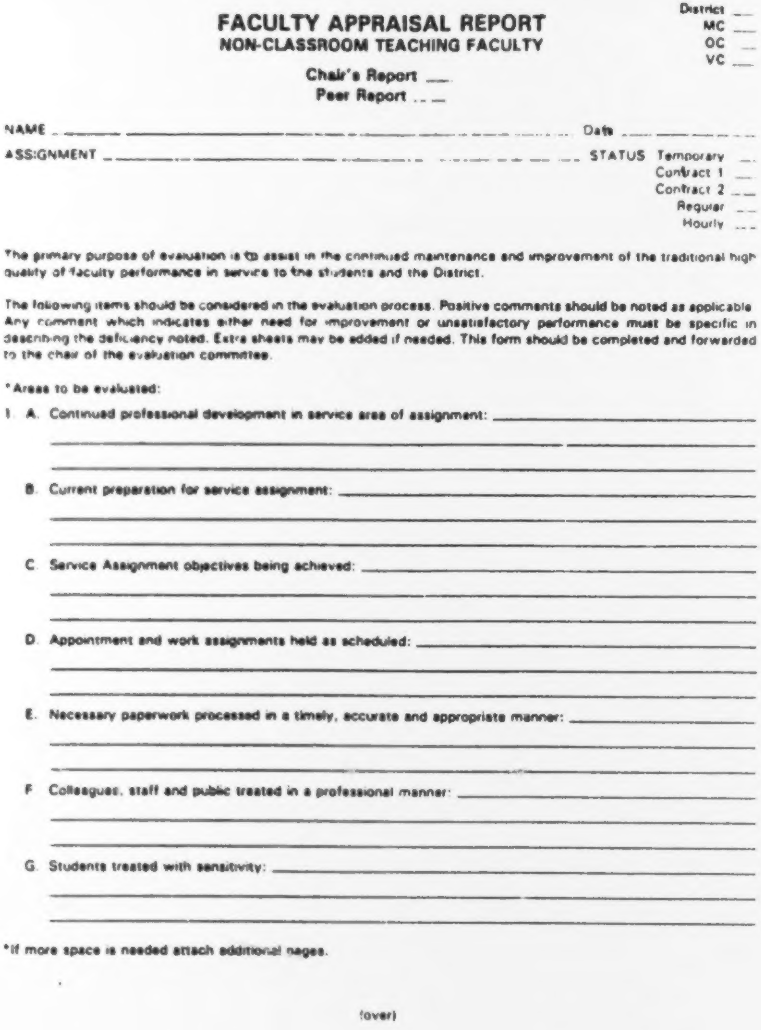
______________________________ ____________
Signature of Committee Chair or Peer Date

______________________________ ____________
Signature of President Date

a ventura college publication [illegible]

Form A2

APPENDIX D
Faculty Appraisal Report Form B2 *Page 1*



FACULTY APPRAISAL REPORT
NON-CLASSROOM TEACHING FACULTY

Chair's Report ___
Peer Report ___

District ___
MC ___
OC ___
VC ___

NAME ____________________ Date ________

ASSIGNMENT ____________________ STATUS Temporary ___
Contract 1 ___
Contract 2 ___
Regular ___
Hourly ___

The primary purpose of evaluation is to assist in the continued maintenance and improvement of the traditional high quality of faculty performance in service to the students and the District.

The following items should be considered in the evaluation process. Positive comments should be noted as applicable. Any comment which indicates either need for improvement or unsatisfactory performance must be specific in describing the deficiency noted. Extra sheets may be added if needed. This form should be completed and forwarded to the chair of the evaluation committee.

*Areas to be evaluated:

1. A. Continued professional development in service area of assignment: ____________________

B. Current preparation for service assignment: ____________________

C. Service Assignment objectives being achieved: ____________________

D. Appointment and work assignments held as scheduled: ____________________

E. Necessary paperwork processed in a timely, accurate and appropriate manner: ____________________

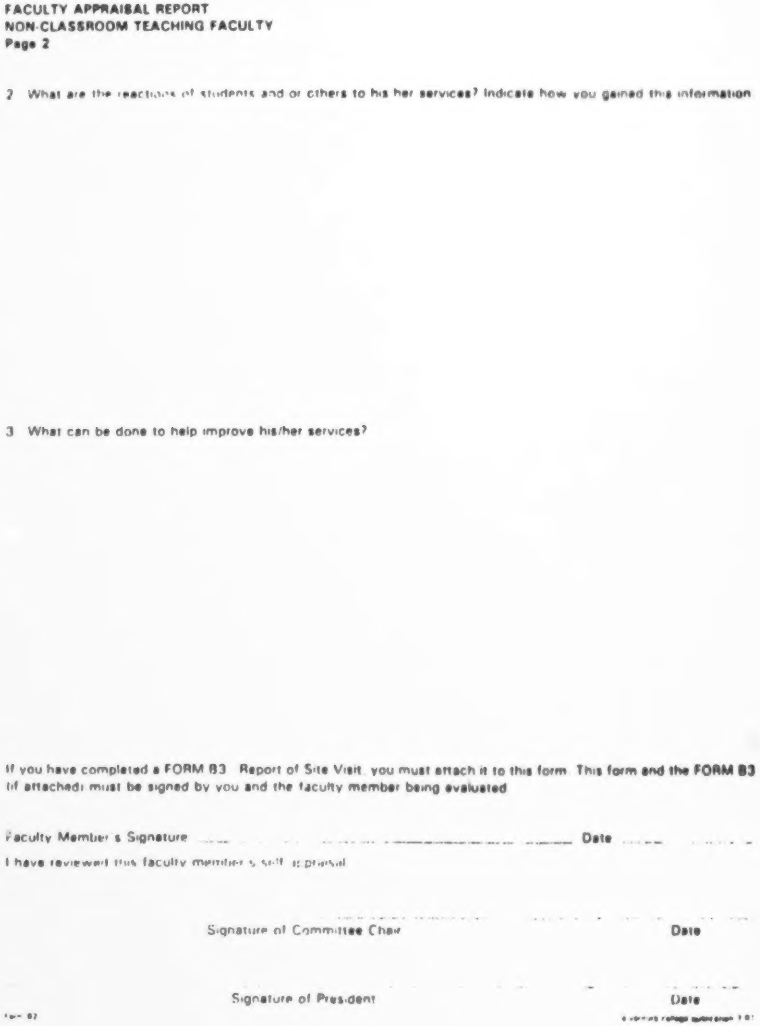
F. Colleagues, staff and public treated in a professional manner: ____________________

G. Students treated with sensitivity: ____________________

*If more space is needed attach additional pages.

(over)

APPENDIX D
Faculty Appraisal Report Form B2 *Page 2*



FACULTY APPRAISAL REPORT
NON-CLASSROOM TEACHING FACULTY
Page 2

2. What are the reactions of students and/or others to his/her services? Indicate how you gained this information

3. What can be done to help improve his/her services?

If you have completed a FORM B3 Report of Site Visit, you must attach it to this form. This form and the FORM B3 (if attached) must be signed by you and the faculty member being evaluated.

Faculty Member's Signature ____________________ Date ________

I have reviewed this faculty member's self appraisal

____
Signature of Committee Chair Date

____
Signature of President Date

APPENDIX D
Report of Classroom Visit Form A3

REPORT OF CLASSROOM VISIT
CLASSROOM TEACHING FACULTY

Chair's Report ____
Peer Report ____

Instructor ______________________ Class ____________ Date ____________

No. of Students Present ____________ Hour ____________ Room ____________

A. NATURE OF WORK IN PROGRESS

Lecture ________ Question and Answer ________ Discussion ________

Laboratory ________ Demonstration ________ Other ________

B. PHYSICAL CONDITION OF THE CLASSROOM

Room Arranagements (seating, equipment, etc.)

Heating, Light, Ventilation adequate for teaching situation

Physical needs

C. DESCRIPTION OF CLASS ACTIVITY INCLUDING SUBJECT MATTER

D. ORGANIZATION:

Content consistent with course objectives and outline:

Evidence of adequate planning and preparation:

Effective use of teaching aids or other appropriate audio-visual, demonstration equipment, etc.

Appropriateness of methods to purpose:

E. PRESENTATION:

Clarity of Explanation:

Voice and delivery:

Freedom from mannerisms:

F. FACULTY/STUDENT RAPPORT:

Student reaction:	Interested ________	Passive ________	Bored ________
Student comprehension:	Good ________	Mixed ________	Poor ________
Student participation:	Active ________	Some ________	None ________

G. COMMENTS:

Faculty Member's Signature ______________________ Date ____________

______________________ ____________
Signature of Committee Chair or Peer Date

Form A3

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APPENDIX D
Report of Site Visit Form B3

REPORT OF SITE VISIT
NON-CLASSROOM TEACHING FACULTY

Chair's Report ____
Peer Report ____

Instructor ______________________ Time ____________ Date ____________

No. of Students Present ____________ Location ____________

A. NATURE OF WORK IN PROGRESS:

B. PHYSICAL CONDITION OF THE SERVICE AREA:

Room Arranagements (seating, equipment, etc.)

Heating, Light, Ventilation adequate for teaching situation

Physical needs:

C. DESCRIPTION OF ACTIVITY:

D. ORGANIZATION:

Service consistent with program objectives:

Evidence of adequate planning and preparation:

Appropriateness of methods to purpose:

E. PRESENTATION:

F. FACULTY/STUDENT RAPPORT:

Student reaction	Interested ________	Passive ________	Bored ________
Student comprehension	Good ________	Mixed ________	Poor ________
Student participation	Active ________	Some ________	None ________

G. COMMENTS

Faculty Member's Signature ______________________ Date ____________

______________________ ____________
Signature of Committee Chair or Peer Date

Form B3

a ventura college publication 7/8

APPENDIX D
Committee Chair's Summary Report Form A4

EVALUATION COMMITTEE CHAIR'S SUMMARY REPORT
CLASSROOM TEACHING FACULTY

MC ___
OC ___
VC ___

NAME ______________________________ Date __________

______________________________ STATUS: Temporary ___
Contract 1 ___
Contract 2 ___
Regular ___
Hourly ___

I have reviewed the faculty member's self-appraisal, peer appraisals, committee chair appraisal, and site visitation reports and have summarized the results as follows:

1. Professional Development:

2. Curriculum Preparation:

3. Class Preparation:

4. Class Objectives:

5. Class Meetings as Scheduled:

6. Appropriate Paperwork Processed:

7. Professional Attitude Toward Faculty and Staff:

8. Students Treated With Sensitivity:

9. Site Visitations:

______________________________ __________
Signature of Committee Chair Date

______________________________ __________
Signature of Faculty Member Date

Form A4

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APPENDIX D
Committee Chair's Summary Report Form B4

EVALUATION COMMITTEE CHAIR'S SUMMARY REPORT
NON-CLASSROOM TEACHING FACULTY

MC ___
OC ___
VC ___

NAME ______________________________ Date __________

______________________________ STATUS Temporary ___
Contract 1 ___
Contract 2 ___
Regular ___
Hourly ___

I have reviewed the faculty member's self appraisal, peer appraisals, committee chair appraisal and site visitation reports and have summarized the results as follows

1 Professional Development

2 Service Preparation

3 Service Objectives

4 Appointment and Work Assignments as Scheduled

5 Appropriate Paperwork Processed

6 Professional Attitude Toward Faculty and Staff

7 Students Treated With Sensitivity

8 Site Visitions

______________________________ __________
Signature of Committee Chair Date

______________________________ __________
Signature of Faculty Member Date

Form B4

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APPENDIX D
Summary Evaluation Report Form C1

SUMMARY EVALUATION REPORT

District ___
MC ___
OC ___
VC ___

NAME ______________________________ Date __________

STATUS: Temporary ___
Contract 1 ___
Contract 2 ___
Regular ___
Hourly ___

Recommendation of the President to the Chancellor:

I have reviewed the evaluation report(s) and other data as appropriate involving this faculty member's professional service. My evaluation and recommendation are as follows:

A. Evaluation:
Satisfactory or Better _____ Needs Improvement _____ Unsatisfactory _____
Comment: ______________________________

B. Recommendation:
(1) Enter into a second year contract: ______________________
(2) Do not enter into a second year contract: ______________________
(3) Employ as a regular certificated Employee: ______________________
(4) Continue as a regular certificated employee: ______________________
(5) Do not employ as a regular certificated employee: ______________________
(6) Continue as hourly employee: ______________________
(7) Other: ______________________

______________________________ __________
Signature of President Date

Faculty Member's Response: *(to be completed by the person evaluated)*

I have seen this report:

A. ___ I have no comment to make.
B. ___ I wish to make the following statement (if necessary, use reverse side of this page or attach additional pages):

______________________________ __________
Signature of Faculty Member Date

FORM C1
a ventura college publication 7-81

APPENDIX D
Student Evaluation Form A5

STUDENT REACTION STUDY

Name of Instructor ______________________________

Name of Course ______________________________

NOTICE TO STUDENTS: This is a secret ballot. You are expected to express your judgement frankly. Please be helpful by being honest! (Check appropriate spaces)

	Too Much	Not Enough	Satisfactory	Excellent
1. Does he/she adhere to the subject matter?				
2. How much current material does he/she present?				
3. Does he/she use illustrations and examples to clarify his/her lecture?				
4. What proportion of the student's time do his/her assignments require?				
5. Does he/she encourage students to ask questions?				
6. Does he/she welcome class discussion and allow students to voice their opinions?				
7. Does he/she encourage individual thinking by having students find things out for themselves?				
8. Do his/her examinations cover the essentials of course content?				
9. Are his/her test questions clear?				
10. How much of the material which he/she expects students to know on tests has been covered in lectures or reading assignments?				
11. Does he/she return papers promptly?				
12. Does he/she review returned test questions in class?				
13. Is his/her presentation of the subject well organized?				
14. Does he/she appear to know his/her subject?				
15. Is he/she interested in the subject?				
16. Is his/her voice clear and understandable?				

	Yes	No
17. Does his/her teaching inspire you with a desire to work hard?		
18. Is he/she impartial in his/her treatment of students?		
19. Would you advise another student to schedule this instructor in this course?		

20. Of all the instructors you have had where would you place this one?
( ) Upper Third
( ) Middle Third
( ) Lower Third

OTHER COMMENTS ARE ______________________________

a ventura college publication 9-81

APPENDIX D
Student Evaluation Form B5

STUDENT EVALUATION OF
NON-CLASSROOM TEACHING FACULTY

MC ___
OC ___
VC ___

Faculty Member's Name ______________________________ Date ____________

Position:
( ) Counselor
( ) Librarian
( ) Nurse
( ) Coordinator/Specialist

You are asked to evaluate your non-classroom teaching faculty on this form. The purpose of this process is the improvement of the faculty member's effectiveness. Your fair and honest opinion is what really counts. Please do not identify yourself in any way.

1. Did you feel at ease with the faculty member:

___ Yes Comments, if any: ______________________________
___ No ______________________________

2. Was the faculty member helpful to you in seeking solutions to your problems?

___ Yes Comments, if any: ______________________________
___ No ______________________________

3. Did the faculty member suggest ways you could get additional information?

___ Yes Comments, if any: ______________________________
___ No ______________________________

4. Do you feel the faculty member will keep personal matters confidential?

___ Yes Comments, if any: ______________________________
___ No ______________________________

5. Would you seek the services of this faculty member again?

___ Yes Comments, if any: ______________________________
___ No ______________________________

6. Additional Comments: ______________________________

Form B5

a ventura college publication 7 81

APPENDIX D
Student Evaluation Form A6

CALIFORNIA JUNIOR COLLEGE ASSOCIATION
Student Rating of Instructors
(Adapted from Riley, *The Student Looks at His Teacher*)

Instructor's Name ______________________ Course Title ______________________

Here is a list of ten qualities important to good teaching. Read each item carefully and decide how you would rate this instructor on that quality. If you have difficulty reaching a decision, select the answer that comes closest to your judgment about the instructor. Rate all items.

Place an "X" on one of the lines under each of the ten categories:

1. ORGANIZATION OF SUBJECT MATTER
___ Systematic and thorough
___ Adequate (could be better)
___ Inadequate (detracts from course)
___ Confused and unsystematic

2. TEACHING METHODS
___ Well planned and adapted to subject and students
___ Some variety of method
___ Same techniques used continuously
___ No evidence of planned methods

3. CONCERN FOR STUDENT PROGRESS
___ Always eager to help
___ Moderately helpful
___ Avoids individual conferences
___ Cold, unconcerned with students

4. KNOWLEDGE OF SUBJECT
___ Exceptionally well informed
___ Adequately informed
___ Not well informed
___ Very inadequately informed

5. QUALITY OF EXAMINATIONS
___ Excellent
___ Satisfactory
___ Sometimes unfair
___ Mostly careless and unfair

6. ABILITY TO EXPLAIN
___ Explanations clear and to point
___ Explanations usually adequate
___ Explanations often inadequate
___ Explanations often inadequate
___ Explanations seldom given, or usually inadequate

7. ENCOURAGEMENT OF THINKING
___ Continually makes you think for yourself
___ Stimulates considerable thinking
___ Not much thinking required
___ Discourages original thinking

8. SPEAKING ABILITY
___ Excellent
___ Good (does not detract from courses)
___ Fair (detracts from courses)
___ Poor (seriously handicaps learning)

9. ATTITUDE TOWARD SUBJECT
___ Enthusiastic (enjoys teaching)
___ Sometimes interested
___ Bored (routine interest)
___ Not interested (tired of subject)

10. GENERAL RATING
Compared to all instructors you have had how do you rate this instructor?
___ Excellent
___ Good
___ Fair
___ Poor

COMMENTS:

____

Total checks in: Column 1 ___ x 4 = ____
Column 2 ___ x 3 = ____
Column 3 ___ x 2 = ____
Column 4 ___ x 1 = ____

TOTAL WEIGHTED SCORE ____

a ventura college publication 7 81

Form A6

APPENDIX D
Student Evaluation Form A7 *Page 1*

STUDENT'S ANONYMOUS QUESTIONNAIRE

Instructor's Name ______________________ Course Title ______________________

SECTION 1:
Directions: Please rate your instructor on each item below. Circle the number that best describes the class being rated. The highest rating is 10 and the lowest is 0. Three descriptions for each itme are included to help you in your rating, the left one is for the best rating, the right one for the poorest and the middle for an average rating.

	10 9 8 7	6 5 4	3 2 1 0
1. **ORGANIZATION OF COURSE**	Course exceptionally well organized; subject matter in agreement with course objectives	Course satisfactorily organized; subject matter fairly well suited to objectives	Organization very poor; subject matter frequently unrelated to objectives
2. **OBJECTIVES CLARIFIED BY INSTRUCTOR**	Objectives clearly defined	Objectives somewhat vague or indefinite	Objectives very vague or given no attention
3. **KNOWLEDGE OF SUBJECT**	Knowledge of subject broad, accurate, up-to-date	Knowledge of subject somewhat limited and at times not up-to-date	Knowledge of subject seriously deficient and frequently inaccurate and out-of-date
4. **VARIETY IN CLASSROOM TECHNIQUES**	Effective and varied use of classroom methods and techniques: lecture, discussion, demonstration, visual aids	Occasionally changes method from straight lecture or discussion	Uses one method almost exclusively; all class hours seem alike
5. **WILLINGNESS TO HELP**	Instructor exceptionally friendly, usually willing to help students even if busy	Instructor moderately friendly, usually willing to help students	Instructor aloof or sarcastic and pre-occupied; unwilling to help students
6. **FAIRNESS IN GRADING**	Fair and impartial; grades based on several evidences of achievement	Partial at times; grades based on a few evidences of achievement	Frequently shows partiality; grades based on very limited evidences of achievement
7. **ABILITY AROUSE INTEREST**	Interest among students usually runs high	Students seem only mildly interested	Majority of students inattentive most of the time
8. **SENSE OF HUMOR**	Enjoys a good joke (even when it is on him/herself), yet knows when to be serious	Unpredictably; sometimes pleasant and happy, at other times downcast	Poor sport, never sees the humorous side of any situation
9. **SPEECH AND ENUNCIATION**	Speaks clearly and distinctly	Words sometimes indistinct and hard to hear	Words veery indistinct, often impossible to hear
10. **APPLICATION TO CAREER**	Course seems to apply directly to my career goals	Course slightly related to my career goals	Course does not seem at all related to my career goals
11. **GENERAL ESTIMATE OF TEACHER**	Very superior teacher	Average teacher	Very poor teacher
12. **GENERAL ESTIMATE OF THE COURSE**	One of the most interesting, informative, useful, personally helpful courses. Would recommend to a friend	About average in interest, usefulness, etc.	One of the least interesting, informative, useful, personally helpful courses. Would not recommend to a friend

---

APPENDIX D
Student Evaluation Form A7 *Page 2*

STUDENT'S ANONYMOUS QUESTIONNAIRE Form A7
CLASSROOM TEACHING FACULTY
Page 2

SECTION II
Please answer the following questions. If more room is necessary, please continue your answers in the section under General Remarks.

a. What do you think have been the strong points of this course?

b. What did you consider the weak point in the course?

c. How could the course be improved by either additions, deletions, or revision to better meet your needs?

d. How well did this course as taught meet your needs?

e. What additional courses would you like to have been offered? Please indicate day or evening times for the courses.

f. General Remarks

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APPENDIX D
Student Evaluation Form A8 *Page 1*

STUDENT EVALUATION FORM

Instructor's Name ______________________ Course Title ______________________

INSTRUCTIONS: Place a (✓) in the appropriate box in the right hand margin, indicating the answer which best corresponds to your estimate of the course and the instructor. DO NOT GIVE YOUR NAME.

STUDENT OPINION

1. Knowledge of Subject
With regard to knowledge of the subject, I would say the instructor:
- a. Knows it extremely well ( )
- b. Knows it well ( )
- c. Knows it moderately ( )
- d. Does not know it well ( )
- e. Knows it poorly ( )

2. Sense of Humor
I believe the instructor:
- a. Has a good sense of humor ( )
- b. Is sometimes humorous ( )
- c. NOT APPLICABLE ( )
- d. Tries too hard to be humorous ( )
- e. Is far too serious ( )

3. Presentation
I would say, in relation to my other courses, this course was:
- a. Very well presented ( )
- b. Well presented ( )
- c. About average ( )
- d. Poorly presented ( )
- e. Very poorly presented ( )

4. Student-Instructor Relationship
I believe that during the class period:
- a. A very cordial and cooperative feeling prevails ( )
- b. A somewhat cooperative feeling prevails ( )
- c. Neither good will nor antagonism prevails ( )
- d. The instructor is indifferent to the students ( )
- e. The instructor tends to antagonize the students ( )

5. Self-Confidence
I believe the instructor is:
- a. Self-assured ( )
- b. Usually self-assured ( )
- c. About average in self-assurance ( )
- d. Usually uncertain ( )
- e. Dogmatic about being right, even when wrong ( )

6. Attitude Toward Students
I believe the instructor, in dealing with students, is:
- a. Always considerate and courteous ( )
- b. Usually considerate and courteous ( )
- c. Sometimes considerate, sometimes inconsiderate ( )
- d. Usually inconsiderate and discourteous ( )
- e. Always inconsiderate and discourteous ( )

7. Interest in Students
I believe the instructor, in dealing with students, shows:
- a. Great interest in students' problems ( )
- b. Some interest in students' problems ( )
- c. Average interest in students' problems ( )
- d. Little interest in students' problems ( )
- e. No interest in students' problems ( )

8. Answering Questions
I believe when questions are asked in class, the instructor
- a. Answers them fully and directly ( )
- b. Answers them reasonably well ( )
- c. Answers them partially ( )
- d. Does not answer them adequately ( )
- e. Ignores or evades the questions ( )

9. Explanations
I find the instructor in explanation of difficult material is
- a. Always clear ( )
- b. Usually clear ( )
- c. Sometimes clear ( )
- d. Rarely clear ( )
- e. Always unclear ( )

10. Attitude Toward Differences
I believe the instructor:
- a. Recognizes and allows differences ( )
- b. Is usually tolerant ( )
- c. NOT APPLICABLE ( )
- d. Rarely allows differences of opinion ( )
- e. Only his/her views are allowed ( )

11. Assignments
I would say the instructor in making assignments is.
- a. Always definite ( )
- b. Usually definite ( )
- c. Sometimes definite ( )
- d. Usually indefinite ( )
- e. Always indefinite ( )

12. Examinations
I believe that examinations in this class should be given
- a. As frequently as they are ( )
- b. Slightly more or less (circle one) frequently ( )
- c. NOT APPLICABLE ( )
- d. Much less frequently ( )
- e. Much more frequently ( )

13. Examination Questions
I think that the questions on the exams were:
- a. Very clear ( )
- b. Clear ( )
- c. No exams given – question not applicable ( )
- d. Ambiguous ( )
- e. Unclear ( )

14. Fairness of Examinations
I think the exams were:
- a. Very fair ( )
- b. Fair ( )
- c. No exams given – question not applicable ( )
- d. Sometimes not fair ( )
- e. Very unfair ( )

APPENDIX D
Student Evaluation Form A8 *Page 2*

STUDENT'S EVALUATION Form A8
CLASSROOM TEACHING FACULTY
Page 2

15. Fairness in Grading
I think the instructor:
- a. Is always fair and impartial to all ( )
- b. Is usually fair ( )
- c. No grading done yet – question not applicable ( )
- d. Occasionally shows favoritism ( )
- e. Constantly shows favoritism ( )

COURSE APPRAISAL

16. Course
I would say, in relation to my other courses, this was:
- a. About the same difficulty ( )
- b. Slightly more difficult or easy (circle one) ( )
- c. Not applicable – I have had no other comparable courses ( )
- d. Much harder than my other courses ( )
- e. Much easier than my other courses ( )

17. Homework
I would say, in relation to my other courses, this course required:
- a. About the same preparation ( )
- b. Slightly more or less (circle one) preparation ( )
- c. Not applicable – I have had no other comparable courses ( )
- d. Much more preparation ( )
- e. Much less preparation ( )

18. Enjoyment
I would say this course, relation to my other courses, was:
- a. Very enjoyable ( )
- b. Enjoyable ( )
- c. Average (or not applicable) ( )
- d. Less enjoyable ( )
- e. Much less enjoyable ( )

METHODS OF INSTRUCTION

19. Library
The instructor:
- a. Has the students make good use of library resources in applicable areas ( )
- b. Has the students make a little use of library resources in applicable areas ( )
- c. Not applicable – due to course content ( )
- d. Forces the students to use the library even though it is not applicable and the resources recommended are not present ( )
- e. Doesn't assign library work, even though it seems to be very important in this course ( )

20. Knowledge of Student Learning During Each Lesson
I believe the instructor built into lessons ways to determine the extent of learning by each student:
- a. In every lesson ( )
- b. In some lessons ( )
- c. Not applicable – due to course content ( )
- d. Seldom ( )
- e. In no lessons ( )

21. Variety of Teaching Methods
I believe the instructor used:
- a. A variety of carefully selected teaching methods ( )
- b. Several different teaching methods ( )
- c. Not applicable – due to course content ( )
- d. One or two methods, when other methods should have been used also ( )
- e. Only one method, when other methods should have been used also ( )

22. Use of Audio-Visual Devices
I believe that this instructor made:
- a. Very good use of audio-visual aids ( )
- b. Some use of audio-visual aids ( )
- c. Not applicable – due to course content ( )
- d. Little use of audio-visual aids, even though the course seemed to require them ( )
- e. No use of audio-visual aids, even though the course seemed to required them ( )

GENERAL COMMENTS
Please include recommendations to improve course, materials or text. If additional space is needed, attach additional sheets.)

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APPENDIX E

Calendar

Ventura County Community College District

INSTRUCTIONAL CALENDAR 1987-88

Board Approved February 10, 1987

FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Total Days	Teaching Days	
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F			
SUMMER 1987																						
June 8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	July 1	2	3			
6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31			
August 3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28			
31	September 1	2	3	4																		
ACADEMIC YEAR 1987-88																						
September 7	*8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	October 1	2	20	19	
5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	**30	20	20	
November 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	20	17	
30	December 1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	20	15	
28	29	30	31	January '88 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20	14	
25	26	27	28	29	February *1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	4 16	4 13	89 87
22	23	24	25	26	29	March 1	2	3	4	7	8	9	10	11	14	15	16	17	18	20	20	
21	22	23	24	25	28	29	30	31	April 1	4	5	6	7	8	11	12	13	14	15	20	15	
18	19	20	21	**22	25	26	27	28	29	May 2	3	4	5	6	9	10	11	12	13	20	20	
16	17	18	19	20	23	24	25	26	27	30	31	June 1	2	3	6	7	8	9	10	20	19	
															TOTALS					200	176	
SUMMER 1988																						
13	14	15	16	17	20	21	22	23	24	27	28	29	30	July 1	4	5	6	7	8			
11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	August 1	2	3	4	5			
8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31					

KEY TO SYMBOLS

☐ (Boxed days) - Classes not in session
— (Underscored) - Final exam dates
8 (Bold Face) - Contractual days (no instruction)
* (Asterisk) - Sept. 8 - Fall semester begins
Feb. 1 - Spring semester begins
** (Double Asterisk) - Flex days Oct. 30 & April 22

IMPORTANT DATES

September 14 - Last day of Fall registration
September 21 - Class adjustment ends
February 5 - Last day of Spring registration
January 29 - Fall Semester ends
June 10 - Spring Semester ends
June 9 & 10 - Graduation

Fall Semester Teaching Days - 89
Spring Semester Teaching Days - 87
Instructor Contractual Dates:
Fall Semester - 9/8/87-1/29/88
Spring Semester - 1/29/88-6/10/88
Emergency Dates: December 21 & 22, March 28 & 29
February 16 - Class adjustment ends

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AGREEMENT

Between

West Hills Community
College District

And

West Hills College Faculty
Association/CTA/NEA

1984-1987

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ARTICLE I RECOGNITION

The Board of Trustees of the West Hills Community College District, hereinafter referred to as the "Board" or "District," hereby recognizes the West Hills College Faculty Association, CTA/NEA, hereinafter referred to as the "WHCFA" or the "Association," as the sole and exclusive representative of those enumerated in the stipulated Agreement, executed and attached hereto as Exhibit "A".

The Board agrees not to negotiate with any other organization on matters upon which the Association is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board's officially designated representatives. WHCFA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, and Board member, administrator or other person or persons not officially designated by the Board as its representative.

ARTICLE II ASSOCIATION RIGHTS

Use of Buildings and Facilities

The Association shall have the right to reasonable use of District buildings and facilities.

Notice of Activities

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. A courtesy copy of posted material will be provided the District Superintendent at the time of the posting.

Mail Service

The Association may use the District mail service for communicating with its members.

Access to District Property

Authorized representatives of the Association shall be permitted access to District property to conduct proper Association business provided that such business does not interfere with the duties of District employees. The Association, or its authorized representative, shall notify the District Superintendent in advance, where possible, of a visit to the College by an Association representative, providing information regarding purpose of visit and estimated times of arrival and departure.

Roster of Unit Members

Names, addresses, and telephone numbers of unit members as provided to the District by the unit members shall be provided the Association within sixty (60) days of the ratification of this Agreement. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

Board Agenda

The Association, upon request, shall be provided one (1) copy of the Board agenda prior to each regularly scheduled Board of Trustee's meeting. Upon three (3) working day's notice the Association may request, in writing, to place items on the agenda and speak to such items.

Dues Deductions

The District agrees to deduct dues in certified, uniform amounts from the pay of Association members in the unit, and to pay the Association the normal and regular monthly membership dues voluntarily authorized by the employee on the approved District form, subject to the following conditions:

(a) Such deduction shall be made only upon the submission by the employee on a District-approved form of a duly executed and revocable authorization;

(b) The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the 10th of each month;

(c) The Association agrees to indemnify, defend and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its collection and deduction of Association membership dues.

Consultation

The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.

The President of the Association may meet regularly with the Superintendent of the District for the purposes of consultation, such consultation shall include recommendations regarding subjects to be placed on the agendas of College Meetings.

ARTICLE III DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or merge facilities; establish budget procedures and determine the budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, the adoption of policies, rules, and regulations, and practices in furtherance thereof, and the exercise of judgement and discretion in connection therewith, may be limited only by the specific and express terms of the Agreement, and then only to the extent such specific express terms are in conformance with law.

The District retains its rights to amend, modify, suspend policies and practices referred to in this Agreement in case of emergency. Emergency is defined as any act of God, a natural disaster, or other dire interruption of the District's programs. The determination of whether or not an emergency exists is solely within the discretion of the Board.

ARTICLE IV EVALUATION

Revised evaluation procedures shall be established by the District in consultation with the Faculty Senate.

ARTICLE V CALENDAR

The District reserves the right to establish the dates of certificated employment for each academic year, in consultation with the Faculty Senate and in accordance with state law.

Any calendar which includes the dates of certificated employment established prior to ratification of this Agreement by both parties shall be adjusted to reflect the provisions of this article.

The number of duty days for members of the certificated unit shall be no more than four (4) days in addition to the total number of days on which classes are scheduled during the academic year. Each bargaining unit member will consult with the appropriate division chairperson to decide upon the dates of two (2) 'floating days' annually on which the unit member shall participate in activities that encourage high school students to attend West Hills Community College. The two (2) annual 'floating days' per unit member shall occur on days on which classes are scheduled during the academic year.

ARTICLE VI TEACHING LOAD

The Board establishes an instructor's full time teaching load to be between fourteen (14) and sixteen (16) lecture hours per semester. A laboratory activity hour shall be equivalent to .75 of a lecture hour.

In a given semester, if an instructor is assigned a teaching load which is greater than a full time teaching load as defined immediately above because of special needs of the District, then the instructor's full time teaching load will be reduced if possible during subsequent semesters, so that over a period of four (4) consecutive semesters (two (2) consecutive semesters in the case of a first year instructor), the total full time teaching load shall not exceed sixty-two (62) lecture hours or their laboratory activity hour equivalent.

Beginning with the Fall Semester, 1986, in the event such a teaching load reduction is not possible because of special needs of the District, the affected instructor shall be paid at the hourly rate of pay for any assigned lecture hours, or their laboratory activity hour equivalent, in excess of the sixty-two (62) hours over the period of four (4) consecutive semesters.

If, due to enrollment limitations, the Dean of Instructional Services is unable to fill out an instructor's full time teaching load with day classes, the Dean of Instructional Services may assign an evening class or classes in order to fill out the instructor's full time teaching load.

In addition, as a minimum, each full time instructor is expected to be available on campus five (5) days per week and maintain office hours a minimum of five (5) hours per week for purposes of assisting students through formal and informal advisory processes.

Full time instructors are expected to participate on faculty committees, act as student club advisors, participate in registration as requested, be involved in inservice institutes and programs and perform other professionally related services as assigned by the President or his designee.

ARTICLE VII WORKLOAD REDUCTION/PART-TIME

Members of the bargaining unit may petition the Governing Board of the District to reduce their workloads from full-time to part-time and shall receive the retirement service credit they would have received if they were employed on a full-time basis, and have their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System (STRS), based upon the salary they would have received if employed on a full-time basis.

Reduced workloads under this Article shall be subject to the following provisions:

A. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee.

B. The employee shall have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

C. During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service. For purposes of this article, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed herein.

D. The employee shall have reached the age of fifty-five (55) prior to reduction in workload.

E. The period of such part-time employment shall not extend beyond the end of the academic year during which the employee reaches his or her seventieth (70) birthday.

F. The period of such part-time employment shall not exceed five (5) years.

G. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.

H. The employee shall be paid a salary which is the pro-rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment.

I. The member shall contribute to the STRS the amount that would have been contributed had the member been employed full-time.

J. The District shall contribute to the STRS an amount based upon the salary that would have been paid to the member had the member been employed full-time.

ARTICLE VIII COMPENSATION

Unit members will be paid in accordance with the 1984-85 Certificated Salary Schedule and regulations as they appear in Exhibit "B".

Unit members will be paid in accordance with the 1985-86 Certificated Salary Schedule and regulations as they appear in Exhibit "B-1".

Unit members will be paid in accordance with the 1986-87 Certificated Salary Schedule and regulations as they appear in Exhibit "B-2".

Effective August 14, 1986, unit members who teach more than a full time teaching load as defined in Article VI, TEACHING LOAD, shall be paid at the following hourly rate:

Class I	$18.00 per contact hour
Class II	$19.00 " " "
Class III	$20.00 " " "
Class IV	$21.00 " " "
Class V	$22.00 " " "

ARTICLE IX INSURANCE

The District will provide for each member of the bargaining unit insurance coverage as follows:

HOSPITAL AND MEDICAL INSURANCE
Prudent Buyer Option One -- Employee and Dependents

DENTAL INSURANCE
California Dental Service -- Employee and Dependents
(including orthodontia for dependent children)

VISION INSURANCE
California Vision Service -- Employee and Dependents
(Plan C - $5.00 deductable)

LIFE INSURANCE
Transamerica/Occidental Life -- Employee and Dependents
($50,000)

INCOME PROTECTION INSURANCE
Transamerica/Occidental Life -- Employee Only

PERSONAL ACCIDENT INSURANCE
Insurance of North America -- Employee Only
($25,000)

The District agrees to pay the hospital and medical insurance premiums for retirees until age seventy (70) and one-half (1/2) of the amount of the premiums thereafter, provided however that such premiums shall not exceed $1,400.00 annually until age seventy (70) nor $700.00 annually thereafter. This benefit shall be provided only to those employees who have upon retirement attained the age of fifty-five (55) years and who have completed ten (10) years of paid service with the District.

The District agrees to continue to pay hospital and medical insurance premiums as provided above for the surviving spouse of either an active or retired employee for ninety (90) days following the end of the month in which the employee's death occurs. The surviving spouse of such employee shall have the right to buy into the District's hospital and medical insurance program during this ninety (90) day period and thereby continue such coverage following the ninety (90) day period at the surviving spouse's own expense.

ARTICLE X LEAVES

Sabbaticals

Sabbatical leaves may be granted to members of the certificated employees bargaining unit for the purpose of carrying out an approved program which will benefit the District, the students, and the instructor. Consideration will be given to programs designed to increase the effectiveness of the staff member and his/her usefulness to the District through study, research, travel, or other creative activity. The Sabbatical is not an earned right, but rather a privilege.

A member of the unit who has satisfactorily completed a sequence of six (6) full years of service will be eligible to apply for such leave.

Leave may be granted for a full academic year at half pay, one semester at full pay, or two semesters at half pay, provided that in the last case both leaves are completed within a three (3) year period.

The proposed plan of work must significantly relate to the faculty member's teaching assignment. It should have the effect of enhancing the background or improving the teaching ability of the faculty member. Equal value shall be given to study, research, travel, or other creative activity, or a combination of the four.

Eligible facutly members must submit a proposed plan in writing, to the Superintendent, prior to January 1 of the academic year preceding the year for which the leave is requested. The plan of work should provide sufficient information for evaluation according to the criteria outlined above.

Either a faithful performance bond or a leave of absence agreement must be executed as a condition of the leave, and the employee shall agree in writing to render a period of service to the District following his/her return from the leave which is equal to twice the period of the leave.

A written report and transcripts covering formal academic study, if any, shall be filed upon return from leave with the Superintendent for review by the members of the Board of Trustees.

Sick Leave

Members of the unit will be granted ten (10) days of sick leave with pay for each school year, such leave to be made available on the first day of each school year.

Instructors will notify the Dean of Instructional Services, or designee, of illness as early as possible before the absence; however, the Dean of Instructional Services should be notified no later than 8:00 a.m. on the morning the absence occurs.

Any unused portion of the ten (10) days sick leave will be cumulative indefinitely and will be transferred to another school district upon the teacher's request.

Unused sick leave accrued in California public school districts where the instructor worked for at least one (1) full year, and where there is no break in service during the change from the original district to the West Hills Community College District, may be transferred to the West Hills District upon the application of the employee and verification by the previous employer(s). Official verification of unused sick leave must be forwarded to the Dean of Administrative Services and it will be credited to the instructor's sick leave balance.

A certificate of illness will be signed by a unit member who is absent because of illness, and a statement from a physician may be required if the absence extends beyond one (1) week.

A unit member when on a leave of absence other than paid leave, will maintain accumulated sick leave credit, but will not accumulate any additional sick leave during the period of such unpaid leave.

Deductions for any persons placed under quarantine will be made on the same basis as if the employee were ill.

When an absence extends for a period of five (5) school months or less the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill the position during the absence or, if no temporary employee was employed, the amount which would have been paid had the temporary employee been employed.

Bereavement Leave

Bereavement leave, up to three (3) days per occurrence or five (5) days per occurrence when traveling more than three hundred (300) miles or out-of-state, with pay, will be allowed a member of the bargaining unit for death in the immediate family.

For the purpose of this section, "immediate family" includes the following only: grandfather or grandmother of the employee or spouse, the mother, mother-in-law, father, father-in-law, spouse, son, daughter, son-in-law, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

Maternity Leave

A member of the bargaining unit shall be granted a leave of absence without pay for reasons of pregnancy, miscarriage, childbirth, and recovery therefrom. The request for leave, except in the case of a miscarriage, shall be submitted to the Superintendent as far in advance as possible and in no event less than one (1) month before the leave.

The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the health or temporary disability insurance or sick leave plan available to employees.

In the event the employee is unable to return to duty after the expiration of an approved maternity leave, the District may grant additional personal leave without pay not to exceed one (1) school year beyond the school year in which the birth occurred.

An employee who is granted maternity leave shall not lose other benefits included under the terms of this Agreement for which the employee qualifies.

Personal Necessity Leave

A certificated employee who is a member of the bargaining unit may use no more than six (6) days of accumulated sick leave benefits in a school year for any of the following purposes:

A. The death of a member of the employee's immediate family when additional leave is required beyond that provided by bereavement leave. (Immediate family is defined under Bereavement Leave Section.)

B. Accident or illness involving an employee's person or property or the person or property of the employee's immediate family.

C. One (1) day of personal leave as determined by the member of the bargaining unit not to be used for activities of the exclusive bargaining agent.

D. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

The employee utilizing leave under items A, B, or C directly above shall verify on the approved District form that the employee has taken a leave for one of the reasons listed above. Advance permission is required for reasons under item D directly above.

Personal Business Leave

Each unit member shall be granted one (1) day of paid leave annually, not to be taken from accumulated sick leave, for the purpose of conducting personal business. Such leave may be taken in hourly increments. No more than five (5) unit members shall be allowed absence for such leave at any one (1) time.

Industrial Illness and Accident Leave

All certificated employees who are eligible for Worker's Compensation benefits will be provided with industrial accident and illness leave as follows:

The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

Allowable leave for each industrial accident or illness will be for the number of days of temporary disability, but not to exceed sixty (60) days during which the college is in session or when the employee would otherwise have been performing work for the District in any fiscal year.

Allowable leave will not be accumulated from year to year.

The leave under these rules and regulations will commence on the first day of absence.

Maximum salary during any one period will not exceed the normal salary rate.

Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

During any paid leave of absence, the employee will endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, will issue the employee appropriate salary warrants for payment of the employee's salary and will deduct normal retirement and other authorized contributions.

Temporary disabiltiy payment on account of the industrial accident or illness must be endorsed back to the District during any paid leave of absence.

Upon termination of the industrial accident or illness leave, the employee will be entitled to regular sick leave benefits. An absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, the employee may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

Military Leave

An employee shall be entitled to all military leaves and benefits as provided by Education Code Section 87832 and Military and Veteran's Code Sections 389 and 395-395.4.

Jury Duty

A certificated employee who is called for jury duty will be granted the necessary time off with pay to fulfill the jury obligation.

Request for jury service leave should be made by presenting, as soon as possible, the official court summons to jury service to the Dean of Instructional Services and to the District payroll office through appropriate channels.

The employee serving as a member of a jury will receive his/her full pay from the District, provided he/she signs over and remits all compensation received for such jury duty, exclusive of mileage, to the District.

An employee who has received a leave of absence under this provision shall be available for duty during hours when the employee is not required to be in court.

Other Leaves of Absence

A regular employee may be granted a leave of absence without pay by the Board of Trustees upon recommendation of the Superintendent, for a period not to exceed one (1) year. Leaves of absence will terminate at the end of the fiscal year, June 30, but may be extended or renewed.

ARTICLE XI TRANSFER AND REASSIGNMENT

Definitions

A "transfer" occurs when a unit member moves from: (1) the main campus to an off-campus site; (2) an off-campus site to the main campus; or (3) one off-campus site to another.

A "reassignment" occurs when a unit member moves from one Division or Department to another.

A "voluntary" transfer or reassignment is one which is initiated by the unit member.

An "involuntary" transfer or reassignment is one which is initiated by the District.

A "vacancy" is any newly created or vacated position in the bargaining unit.

General

The Superintendent or designee(s) shall transfer or reassign unit members based upon the needs of the District which are paramount.

A conference will be held between the unit member and the Dean of Instructional Services to discuss the reason(s) for a transfer or reassignment.

If a unit member's request for a transfer or reassignment to a vacancy is not granted, or if a unit member is to be involuntarily transfered or reassigned, the unit member may request in writing to meet with the Dean of Instructional Services to discuss the reason(s). If such a written request is made, then a meeting shall take place. Following that meeting, the unit member may submit a request in writing to the Dean of Instructional Services that written reason(s) be given. If such a request is made, then the Dean of Instructional Services shall submit to the unit member the reason(s) in written form.

When a transfer or reassignment is being considered because of the needs of the District, the Dean of Instructional Services shall notify the Association of the contemplated change and shall post a notice to that effect on designated faculty bulletin boards on the main campus and at the Lemoore Center in order to promote voluntary transfers and reassignments that are in the best interest of the District and its employees.

The posted notice of vacancy shall include a job description, the qualifications for the position, and a closing date for applications which is at least ten (10) working days following the posting date of the notice of vacancy.

If a unit member submits a written request to the Personnel Office immediately before summer session or a leave of absence to be taken by the unit member, then the District shall notify the unit member (by first class mail sent to the address provided in the written request) of any posted vacancies that occur during the summer recess or the period of leave of absence.

Transfers and reassignments shall not be made in an arbitrary, capricious nor discriminatory manner, nor shall discipline be a factor when a transfer or reassignment is considered by the District.

Voluntary

A request for a transfer or reassignment may be initiated at any time by the unit member by submitting the request in writing to the Dean of Instructional Services.

The District shall endeavor to grant a unit member's request for transfer or reassignment if the training, experience, and abilities of, and credentials held by, the unit member match the job specifications of the available position.

The unit member's prior service to the District shall be a factor in determining if a request for voluntary transfer or reassignment is to be granted.

Involuntary

A bargaining unit member who is to be involuntarily transfered or reassigned shall be given as much advance notice as possible prior to the effective date of the transfer or reassignment.

When an involuntary transfer or reassignment is contemplated, the District shall consider the following factors in addition to the needs of the District:

(1) the qualifications and demonstrated abilities of the unit member;
(2) the preference of the unit member;
(3) the prior service the unit member has rendered to the District.

Definitions

For the purposes of this article, the terms "contract employee" and "regular employee" shall be as they are defined in the Education Code.

General

In the event if becomes necessary during the term of this Agreement to lay off contract and/or regular employees who are members of the bargaining unit in accordance with the provisions of Education Code Section 87743, the parties agree to proceed according to Education Code Sections 87413, 87414, 87740 and 87743.

The District shall furnish the Association with a list indicating the seniority of each contract and regular employee who is a member of the bargaining unit by no later than March 1st of any year in which it becomes necessary to lay off contract and/or regular employees who are members of the unit.

Procedure

In the event such layoffs as described immediately above become necessary, the parties agree to act in accordance with the following procedure:

(1) The District administration shall develop recommendations for reductions in programs and services affecting members of the bargaining unit;

(2) The Association and District administration shall meet and confer regarding such recommendations and shall consider unpaid leaves of absence, reduced teaching loads, reassignments and early retirements;

(3) Any proposed changes that emerge from the advisory consultation described immediately above may be incorporated into the recommendations;

(4) The Association and District administration, at least ten (10) calendar days before the date of the Board meeting at which the recommendations are to be made, shall meet and negotiate regarding the anticipated effects of the proposed reduction in force.

Criteria

In the development of recommendations, the parties agree to keep foremost in mind the needs of the communities served by the District and the College's missions and goals.

Recommended layoffs shall be on the basis of seniority and credential in accordance with pertinent Education Code sections. Seniority shall be determined on the basis of the contract or regular employee's initial date of paid service with the District. In the event two (2) or more contract or regular employees have the identical initial date of paid service, seniority within that group of employees shall be determined by lot in accordance with Education Code provisions.

Effects

Following layoffs and in the event of a recall to service of affected employees, the parties agree to act in accordance with pertinent Education Code provisions.

Contract or regular employees who are laid off shall be entitled to receive health and welfare benefits beyond their last date of actual service to the District, but in no case shall these benefits continue beyond September 30th of the year in which the employee was laid off.

ARTICLE XIII GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to provide prompt and orderly means of resolving grievances at the lowest administrative level.

Definitions

A "grievance" is a formal, written allegation by a grievant that there has been a violation of a provision(s) of this Agreement.

A "grievant" is a faculty member, or group of faculty members, employed by the District and covered by the terms of this Agreement.

A "day" is a day in which the central administrative office of the District is open for business, with the exception of the Christmas and spring recesses.

General Provisions

It is important that grievances be processed as rapidly as possible. Therefore, the number of days indicated at each level should be considered as maximums, and every effort should be made to expedite the process. The times specified, however, may be extended by mutual consent.

If a grievance is not processed in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the last decision rendered.

A grievant may represent one's self or choose to have representation. If the grievant chooses not to be represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at all levels of the procedure.

Any record(s) pertaining to a grievance shall be kept in a file separate from the grievant's official District personnel file.

Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.

The Association shall have the right to file a grievance alleging a violation of its rights as contained in Article II, "Association Rights."

For the purpose of this procedure, the term "Dean of Instructional Services" and "Superintendent" shall also mean their designee.

Informal Level

Within fifteen (15) days after the grievant knew, or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the Dean of Instructional Services to attempt to resolve the alleged grievance.

Formal Levels

Level 1

If the grievance is not resolved at the informal level, the grievant shall within ten (10) days, submit a formal, written grievance to the Dean of Instructional Services.

The written grievance shall set forth in a clear and concise manner the provision(s) alleged to have been violated, the circumstances involved, and the specific remedy sought. Appropriate grievance forms shall be provided by the District.

The Dean of Instructional Services shall have ten (10) days after receiving the grievance to render a written decision to the grievant. If the grievant is not satisfied with the decision, or if the Dean of Instructional Services has not rendered a decision within the ten (10) day time limit, the grievant may appeal the decision in writing to the Superintendent within ten (10) days.

Level 2

The appeal shall include a copy of the original grievance, the decision rendered at Level 1, if any, and the reasons for the appeal.

The Superintendent shall have ten (10) days after receiving the appeal to render a written decision to the grievant. If the grievant is not satisfied with the decision, or if the Superintendent has not rendered a decision within the ten (10) day time limit, the Association may submit the grievance to arbitration. If the grievant does not wish to submit the grievance to arbitration, it may be appealed directly to Level 4. In either case, the action shall be taken within ten (10) days.

Level 3

The arbitration shall be conducted in accordance with the Voluntary Arbitration Rules of the American Arbitration Association (AAA) and the provisions of this procedure. However, upon the mutual agreement of the District and the Association, the arbitration may proceed under the Expedited Rules of the AAA.

The arbitrator shall be selected from a list provided by the AAA by eliminating names until only one (1) name remains. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt by both parties of the AAA list.

The decision of the arbitrator shall be based solely on the evidence and testimony presented at the hearing and upon the contents of the briefs.

The arbitrator shall have no power to alter, amend, add to, subtract from, or disregard any of the terms of this Agreement, but shall determine only if there has been a violation of a provision(s) of this Agreement as alleged in the grievance. The arbitrator will be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the arbitrator shall be advisory only and shall be in the form of a written recommendation to the Board of Trustees. Copies of the decision shall be submitted to the District, the Association, and the grievant.

All fees and expenses of the arbitrator shall be shared equally by the District and the Association. Other expenses shall be borne by the party incurring them.

Level 4

The Board of Trustees shall consider the arbitrator's recommendation at its next regular meeting, provided at least ten (10) days have elapsed since receipt of the decision.

The Board of Trustees may implement the arbitrator's decision in whole or in part; may decide not to implement the decision; may meet with the parties to discuss other alternative solutions; or, may take whatever other action it deems appropriate.

The action of the Board of Trustees shall be final and binding.

In the case of a grievant who has appealed a decision of the Superintendent directly to Level 4, the Board of Trustees shall render its decision in writing within twenty (20) days of the day the Board heard the grievance. The action of the Board of Trustees shall be final and binding.

ARTICLE XIV SAFETY

Employee safety is a primary concern of the Governing Board and the Administration of this school district, and is of highest priority. The obligation of the District is to provide and maintain safe working conditions and equipment at all times and to comply with standards prescribed by applicable federal, state, and local laws and regulations affecting employee safety. Any employee who notices any unsafe conditions shall remedy and/or report the condition to the Dean of Administrative Services or the Director of Maintenance and Operations immediately.

ARTICLE XV SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of a provision of this Agreement to any employee or group of employees is held invalid by operation of law or by a court, subject to appeal, or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law and that in the absence of specific provisions in the Agreement, applicable state laws and District policies shall be in effect, and proposed policy changes relating to instructional matters shall be adopted by the District only after consulatation with the Faculty Senate.

ARTICLE XVII MISCELLANEOUS

This Agreement shall become effective July 1, 1984 and shall continue in full force and effect up to and including June 30, 1987.

The parties relinquish the right to meet and negotiate on any subject during the term of this Agreement, whether or not the subject is referred to or covered in this Agreement. However, any portion of this Agreement may be reopened at any time by the mutual consent of the parties.

Article VII, COMPENSATION and Article IX, INSURANCE shall be reopened, and any two (2) other articles selected by each party may be reopened, for negotiations during the 1985-86 and 1986-87 academic years. In addition the subject of reduction-in-force shall be re-opened during the 1985-86 academic year.

This Agrement shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than February 1st of its request to modify, amend, or terminate the Agreement.

Signed and entered into this 28th day of May, 1985.

FOR THE DISTRICT:

/s/ Jospeh M. Conte

FOR WHCFA:

/s/ Richard H. Jeffery

EXHIBIT "A"

MODIFICATION OF VOLUNTARY RECOGNITION OF CERTIFICATED BARGAINING UNIT

(1) **DISTRICT**:

West Hills Community College District
300 Cherry Lane
Coalinga, California 93210

(2) **EMPLOYEE ORGANIZATION**:

West Hills College Faculty Association/CTA/NEA
300 Cherry Lane
Coalinga, California 93210

(3) On May 2, 1977, The Public Employment Relations Board, State of California, issued a Certificate of Representative document that recognized the West Hills College Faculty Association/CTA/NEA as the exclusive representative of a unit composed of certain certificated employees of the West Hills Community College District.

(4) Subsequently, representatives of the District and the Association met and agreed to a more precise definition of the bargaining unit, as follows:

INCLUDED:

(a) all full-time instructors, librarians, counselors, and the certificated employee who operates the Farm under the Joint Powers agreement between the West Hills Community College District and the Coalinga-Huron Unified School District;

(b) all instructors, librarians, and counselors whose contractual obligation equals or exceeds .60 ful time equivalent;

EXCLUDED:

All other employees of the District including but n limited to the following: substitutes; summer sess instructors, librarians, and counselors; consultan temporary employees hired for less than a semester division chairs; managerial, supervisorial and confidential employees.

WHFA Representative
(Clair Hough)

District Represen
(William Plosser

Note: Page as received by ERIC.

BEST COPY AVAILABLE

EXHIBIT "B"

WEST HILLS COMMUNITY COLLEGE DISTRICT

CERTIFICATED SALARY SCHEDULE
1984-1985
(Effective January 1, 1985)

	I	II	III	IV	V	
1	19,328	20,870	22,415	23,957	25,501	1
2	20,099	21,643	23,186	24,729	26,272	2
3	20,870	22,415	23,957	25,501	27,044	3
4	21,643	23,186	24,729	26,272	27,814	4
5	22,415	23,957	25,501	27,044	28,586	5
6	23,186	24,729	26,272	27,814	29,358	6
7	23,957	25,501	27,044	28,586	30,128	7
8	24,729	26,272	27,814	29,358	30,900	8
9	25,501	27,044	28,586	30,128	31,673	9
10	26,272	27,814	29,358	30,900	32,443	10
11	27,044	28,586	30,128	31,673	33,214	11
12	27,814	29,358	30,900	32,443	33,988	12
13	28,586	30,128	31,673	33,214	34,757	13
					35,527	16
					36,297	19
					37,066	22

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Classifications

Class I	AB + credential, or initial SDS* credential
Class II	AB + 45, or MA, or unencumbered SDS credential + 30 subsequent to SDS
Class III	AB + 60, or AB + 45 with MA, or unencumbered SDS + 45 subsequent to SDS
Class IV	AB + 75, or AB + 60 with MA, or unencumbered SDS + 60 subsequent to SDS
Class V	AB + 90, or AB + 75 with MA, or unencumbered SDS with AB and 15 units taken after date of AB

Verified work experience of two or more years duration which is directly related to a teaching field may be credited on the schedule on the basis of two year's experience for one step on the schedule up to a maximum of eight steps. Only years of verified work experience above the basic requirements for an unencumbered SDS credential may be so applied.

The term "Vocational Class A" credential may be substituted where the term "SDS" appears. The holder of an earned doctorate, from a regionally and/or professionally accredited institution of higher learning, shall be granted an annual stipend equal to two (2) service increments on the Salary Schedule. Any teacher who has remained for three (3) years on the last step (13) on Class V on the Salary Schedule will be granted an annual stipend equal to one (1) service increment on the Salary Schedule the fourth year upon presentation of evidence of four (4) units of professional growth as defined in the Manual of Policies and Procedures, Section 310-312. He shall thereafter be granted an additional service increment for each three-year period for which he presents similar evidence of professional growth. The maximum step placement for all teachers new to the District shall be the tenth step of the Salary Schedule.

* Standard Designated Subjects

EXHIBIT
B-1

WEST HILLS COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE 1985/86
(EFFECTIVE AUGUST 1, 1985)

	I	II	III	IV	V	
1	20,294	21,914	23,536	25,155	26,776	1
2	21,104	22,725	24,345	25,965	27,586	2
3	21,914	23,536	25,155	26,776	28,396	3
4	22,725	24,345	25,965	27,586	29,205	4
5	23,536	25,155	26,776	28,396	30,015	5
6	24,345	25,965	27,586	29,205	30,826	6
7	25,155	26,776	28,396	30,015	31,634	7
8	25,965	27,586	29,205	30,826	32,445	8
9	26,776	28,396	30,015	31,634	33,257	9
10	27,586	29,205	30,826	32,445	34,065	10
11	28,396	30,015	31,634	33,257	34,875	11
12	29,205	30,826	32,445	34,065	35,687	12
13	30,015	31,634	33,257	34,875	36,495	13
16					37,303	16
19					38,112	19
22					38,919	22

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CLASSIFICATIONS

Class I AB + credential, or initial SDS* credential
Class II AB + 45, or MA, or unencumbered SDS credential + 30 subsequent to SDS
Class III AB + 60, or AB + 45 with MA, or unencumbered SDS + 45 subsequent to SDS
Class IV AB + 75, or AB + 60 with MA, or unencumbered SDS + 60 subsequent to SDS
Class V AB + 90, or AB + 75 with MA, or unencumbered SDS with AB and 15 units taken after date of AB

1. Verified work experience of two (2) or more years duration which is directly related to a teaching field may be credited on the Certificated Salary Schedule on the basis of two (2) year's experience for one (1) step on that schedule up to a maximum of eight (8) steps.

2. Only those years of verified work experience above the basic requirements for an unencumbered SDS credential may be applied.

3. The term "Vocational Class A" credential may be substituted where the term "SDS" appears.

4. The holder of an earned doctorate, from a regionally and/or professionally accredited institution of higher learning, shall be granted an annual stipend equal to two (2) service increments on the Certificated Salary Schedule.

5. A unit member who has remained for three (3) years on the last step (13) on Class V of the Certificated Salary Schedule will be granted an annual stipend equal to one (1) service increment of the Certificated Salary Schedule the fourth (4th) year upon presentation of evidence of four (4) units of professional growth as defined in the West Hills Community College District Manual of Policies and Procedures, Sections 310-312.

6. Thereafter, the unit member shall be granted one (1) additional service increment for each three (3) years for which similar evidence of professional growth is presented and verified.

7. The maximum step placement for a certificated employee newly hired by the District shall be the tenth (10th) step on the Certificated Salary Schedule.

* Standard Designated Subjects

WEST HILLS COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE 1986/87
(EFFECTIVE AUGUST 14, 1986)

	I	II	III	IV	V	
1	21,309	23,009	24,713	26,413	28,115	1
2	22,159	23,861	25,563	27,264	28,965	2
3	23,009	24,713	26,413	28,115	29,816	3
4	23,861	25,563	27,264	28,965	30,665	4
5	24,713	26,413	28,115	29,816	31,516	5
6	25,563	27,264	28,965	30,665	32,367	6
7	26,413	28,115	29,816	31,516	33,216	7
8	27,264	28,965	30,665	32,367	34,067	8
9	28,115	29,816	31,516	33,216	34,919	9
10	28,965	30,665	32,367	34,067	35,768	10
11	29,816	31,516	33,216	34,919	36,618	11
12	30,665	32,367	34,067	35,768	37,472	12
13	31,516	33,216	34,919	36,618	38,320	13
16					39,169	16
19					40,017	19
22					40,865	22

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CLASSIFICATIONS

Class I AB + credential, or initial SDS* credential
Class II AB + 45, or MA, or unencumbered SDS credential + 30 subsequent to SDS
Class III AB + 60, or AB + 45 with MA, or unencumbered SDS + 45 subsequent to SDS
Class IV AB + 75, or AB + 60 with MA, or unencumbered SDS + 60 subsequent to SDS
Class V AB + 90, or AB + 75 with MA, or unencumbered SDS with AB and 15 units taken after date of AB

1. Verified work experience of two (2) or more years duration which is directly related to a teaching field may be credited on the Certificated Salary Schedule on the basis two (2) year's experience for one (1) step on that schedule up to a maximum of eight (8) steps.

2. Only those years of verified work experience above the basic requirements for an unencumbered SDS credential may be applied.

3. The term "Vocational Class A" credential may be substituted where the term "SDS" appears.

4. The holder of an earned doctorate, from a regionally and/or professionally accredited institution of higher learning, shall be granted an annual stipend equal to two (2) service increments on the Certificated Salary Schedule.

5. A unit member who has remained for three (3) years on the last step (13) on Class V of the Certificated Salary Schedule will be granted an annual stipend equal to one (1) service increment of the Certificated Salary Schedule the fourth (4th) year upon presentation of evidence of four (4) units of professional growth as defined in the West Hills Community College District Manual of Policies and Procedures, Sections 310-312.

6. Thereafter, the unit member shall be granted one (1) additional service increment for each three (3) years for which similar evidence of professional growth is presented and verified.

7. The maximum step placement for a certificated employee newly hired by the District shall be the tenth (10th) step on the Certificated Salary Schedule.

* Standard Designated Subjects

EXHIBIT "C"

SIDE LETTER OF AGREEMENT

TO WHOM IT MAY CONCERN

During the term of this Agreement, if the Fresno County Auditor-Controller/Treasurer officially notifies in writing the West Hills Community College District that impounded oil tax revenue funds are to be made available to the District, then the parties agree to re-open Article VIII, COMPENSATION for the purpose of negotiations.

Date May 28, 1985

For the Association

Richard L. Jeffery

For the District

EXHIBIT "D"

SIDE LETTER OF AGREEMENT

TO WHOM IT MAY CONCERN

The parties take this opportunity to re-dedicate themselves to the provisions of Article XIII, SAFETY of the collectively bargained Agreement (1984-1987) between the West Hills Community College District and the West Hills College Faculty Association/CTA/NEA.

Further, the parties agree that representatives of the Association shall serve on the West Hills College Safety Committee for at least the duration of the time period covered by any collectively bargained agreement between the parties that is ratified during the calendar year, 1985.

Finally, it is the intention of the parties to this Side Letter of Agreement that the West Hills College Safety Committee, an advisory committee to the Superintendent-President of the District, shall be encouraged to consider recommending to the District after thorough deliberation specific printed safety guidelines that pertain to students and employees of the District and that are distributed widely among members of the college community.

Date May 28, 1985

For the Association

For the District

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Junior Colleges AUG 12 1988